

GENERAL CONDITIONS TEXTCASE Unlimited b.v.
Registered with the Chamber of Commerce (Kamer van Koophandel) in
Amersfoort, under number 32100309

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Article 1 Definitions

Under the conditions of delivery it is understood that:

- a) Client: the natural or legal entity that commissions Textcase Unlimited B.V. to handle matters or carry out tasks;
- b) Information bearers: magnetic tapes and disks, optical disks and all other means intended to assist equipment in recording, processing, sending, copying or publicizing texts, images or other material, in the broadest sense of the word;
- c) KVGGO: Koninklijk Verbond van Grafische Ondernemingen, based in Amstelveen.

Article 2 General

1. These delivery conditions are applicable to the creation, content and fulfillment of all contracts signed between the client and Textcase Unlimited B.V..
2. General (purchasing) conditions of the client are only applicable if specifically agreed in writing that these are to be included in the contract with the exception of these general conditions.

Article 3 Quotations, offers

1. The only instance of a price indication outside of a quotation, estimate, pre-calculation or similar announcement is not made compulsory by Textcase Unlimited B.V. for the signing of a contract with the client.
2. Offers from Textcase Unlimited B.V. are non-obligatory and can only be pursued if no changes apply. An offer is no longer valid if this is not taken up within a month. Any offer is intended to convey an offer made by a client in relation to entering into a contract, which is established as such, that by implementation a contract immediately exists.

Article 4 Cancellation

1. The client has the right to cancel a contract before Textcase Unlimited B.V. has begun carrying out the project, and before the contract begins, however, he must compensate Textcase Unlimited B.V. for any damages caused. By damages it is understood that any losses incurred by Textcase Unlimited B.V. and/or loss of profit and the costs that Textcase Unlimited B.V. has incurred relating to any preparations, including reserved production capacity, materials purchased, services employed and storage costs.
2. Cancellation of contracts for production of periodic publications as indicated in paragraphs 1 and 2 of Article 14 is not possible.

Article 5 Price

1. All prices indicated are excluding VAT and any other deductions made by authorities, unless otherwise stated.

2. The price that Textcase Unlimited B.V. has given for the work to be carried out applies only to the work as specified in the contract.
3. In the case of composite offers there is no obligation to deliver a part of the total item for the price applying to that particular portion of the work or for an equal part of the total agreed price.
4. If no price is agreed upon between the parties but the parties within a year preceding the contract have had one or more contracts with each other with a similar content, then the price can be calculated on the basis of the production methods and calculations for this.
5. If without the application of what was established in the previous paragraph of this Article meaning that no price has been agreed between parties and if only by means of estimation a price is suggested or the agreed price can be changed with reference to these general conditions, the price respective to the changes will be decided according to the latest KVGGO published advice calculation schemes and, furthermore, if the KVGGO has no current applicable scheme, an amount considered reasonable in the graphics industry.

Article 6 Price changes

1. Textcase Unlimited B.V. reserves the right to increase the agreed price when one or more of the following conditions occur after the contract has been signed: any rise in the cost of materials, production or services necessary for the carrying out of the work, a rise in the cost of delivery, salaries, employment costs, social insurances, costs associated with other employment benefits, implementation of new and raising of existing government levies on raw materials, energy or remnant materials, a substantial change in value assets or, in general, circumstances that are comparable.
2. Extra work involved in processing the text, unclear copy, unclear sketches, drawings or models, unclear provision of information, unclear computer programming or data files, unsound method of delivery of material or products to be delivered by the client and all such deliveries by the client resulting in Textcase Unlimited B.V. having more work or costs necessary than was reasonably expected for the fulfilment of the contract, are grounds for increasing the agreed price. Unusual or unexpected processing difficulties resulting from the nature of the materials and products to be processed are also grounds for increasing any agreed price.
3. Textcase Unlimited B.V. reserves the right to increase the agreed price or respectively lower the price if the client makes changes to the original contract specifications, including reference to author's corrections or desired instructions after receiving the working drawings, models and set, print and other proofs. Textcase Unlimited B.V. will within reason work with these changes, if the content does not change too drastically from the original agreed content.

Article 7 Payment term

1. Unless otherwise agreed, the client will pay the invoice and any other agreed costs related to the contract within 30 days of the invoice date, without receiving any reduction, recalculation or suspension. The

payment should be made in cash on delivery if the client is an independent person who does not have a profession or represents a business or company. By late payment it is meant that the client has delayed payment whilst there has been no delay on the part of Textcase Unlimited B.V.

2. Textcase Unlimited B.V. reserves the right in the case of an agreed delivery in instalments, after delivery of the first instalment, as well as payment of this instalment to request payment of the costs incurred for the entire delivery such as typesetting, lithos and proofs.
3. The client is at all times and regardless of the contractual payment conditions, bound at first request of Textcase Unlimited B.V. to ensure full payment according to the contract with Textcase Unlimited B.V. of the amounts due. The assurance offered should be such that there will be no risk involved and that all costs will be covered, such as interest and other costs, and that Textcase Unlimited B.V. can, without difficulty, rely on these being covered. In the event of insufficient assurance there should be, at the first request of Textcase Unlimited B.V., sufficient assurance forthcoming.
4. If the client does not send remittance on time as stated in paragraph 1 of this Article, they are then responsible for any legal interest on the amount after the invoice date has elapsed. Textcase Unlimited B.V. is empowered to charge a twelfth of this interest over each month, or part thereof, for which the client has not paid in full.
5. In the case of late payment as stated in paragraph 1 of this Article, the client is liable to pay as well as the amount due and the interest on it, a full reimbursement of both external legal costs as well as legal collection costs, understood here to include the costs for lawyers, collection companies and bailiffs. The external legal costs are set at 15% of the main sum, with interest, with a minimum of € 100.00.

Article 8 Method of delivery; rights of ownership

1. Unless otherwise agreed, delivery takes place at the location where Textcase Unlimited B.V. conducts business.
2. Textcase Unlimited B.V. is not obliged to deliver the items in instalments.
3. The client is obliged to cooperate fully in the delivery of the items according to the contract with Textcase Unlimited B.V. The client will be considered to be in breach of this if he does not respond to the first request of Textcase Unlimited B.V. to collect the items or, if delivery is agreed to take place at his address, if he refuses to receive delivery of the goods.
4. Each delivery of items by Textcase Unlimited B.V. to the client takes place under conditions of ownership thereof until the client fulfils the conditions laid down in the contract including interest and costs.
5. If transport of the items to be delivered is agreed upon, this should be paid by the client, unless postage-paid delivery has been agreed upon. The client is liable for any risk during transportation. Transport also means any transmission of data by means of telephone network and all other similar means of dispatch by technological means.

The receipt of items from Textcase Unlimited B.V. by the means of transport is an assurance that they are in good condition at that time, unless otherwise stated on the freight document.

6. Textcase Unlimited B.V. is not under any obligation for storage of the items to be delivered, unless this is specifically arranged beforehand. If storage does take place, this should be at the cost of the client.

Article 9 Terms of delivery

1. A delivery term issued by Textcase Unlimited B.V. has, unless in writing, and specifically indicated that it is an absolute condition, only an indication. Textcase Unlimited B.V. is, also in the event of an absolute agreed condition, first in arrears after the client has fallen short of his obligations.
2. The obligation of Textcase Unlimited B.V. expires in the event of an agreed maximum delivery term due to changes made by the client regarding specifications of the work or that ascertained in paragraph 1 of Article 12 of the conditions is not fulfilled, if the limited meaning of the change or the limited cessation of Textcase Unlimited B.V. within reason does not entail a change in the extent of the planned time established in terms of production capacity.
3. The client is obliged in the implementation of the contract by Textcase Unlimited B.V., given that all is to be done, that reasonably necessary or desirable is to ensure a timely delivery by Textcase Unlimited B.V., which in particular by means of an unbiased answering of questions by Textcase Unlimited B.V., prevention of interrupted delivery as stated in paragraph 2 of Article 6 and in adopting particular provisions in paragraph 1 of Article 12 and the paragraphs 1 and 2 of Article 18 of these delivery conditions.
4. In the event of non-conformity by the client, as stipulated in the previous paragraph of this Article and in paragraph 3 of Article 7, an agreed final term of delivery will be no longer binding and the client is in arrears without the obligation to put this in writing by Textcase Unlimited B.V. Textcase Unlimited B.V. is such, irrespective of the rights conveyed by law, authorising the fulfilment of the contract to be ceased until the client reverses the arrears. Afterwards Textcase Unlimited B.V. will carry out the terms of the contract within a reasonable term.

Article 10 Inspection of delivery

1. After delivery the client will promptly inspect whether Textcase Unlimited B.V. has completed the contract and is obliged to inform Textcase Unlimited B.V. in writing if there are any issues. The client should perform the inspection and notify Textcase Unlimited B.V. of this within 14 days after delivery.
2. Textcase Unlimited B.V. is still authorised to replace a new reliable project in place of an earlier unreliable project, unless the arrears cannot be recovered.

3. The fulfilment of the contract applies between parties as reliable if the client has omitted to do an inspection or if the announcement as in paragraph 1 of this Article is done promptly.
4. If the condition in the first paragraph of this Article intended term of 14 days after standard reason and evidence also for a careful and alert client is deemed as unacceptably short, this term will be extended up to a maximum of the first moment in which the inspection is respectively known by Textcase Unlimited B.V. for the client where reasonably possible.
5. The performance of Textcase Unlimited B.V. applies in every case between parties as reliable, if the client has used the delivered or part of the delivered item, has processed or changed it, has processed or had it processed by a third party, unless the client follows the provisions in the first paragraph.

Article 11 Contents and changes to contract

The client is responsible for misunderstandings regarding the content and implementation of the contract if this relates to incorrect, overdue or incomplete specifications when received by Textcase Unlimited B.V. and that is carried out verbally or by someone appointed by the client or transmitted by way of technological means such as telephone, fax or any similar transmissions.

Article 12 Imposition, print or other proofs

1. The client is obliged to carefully check the imposition, print or other proofs received from Textcase Unlimited B.V. for errors and omissions and to send these back with the necessary corrections or approval as quickly as possible to Textcase Unlimited B.V.
2. Approval of proofs according to the necessary corrections by the client applies as a recognition that Textcase Unlimited B.V. has correctly carried out the necessary work in advance in relation to the proofs.
3. Textcase Unlimited B.V. is not responsible for any variations, errors or omissions which go unnoticed in approved or corrected proofs from the client.
4. Each proof, handled at the request of the client, is charged at the agreed price, unless specifically agreed beforehand that the costs of these proofs are to be included in the price.

Article 13 Variations

1. Any variations between the delivered work and the original design, drawing, copy or model due to the imposition or printing process cannot form a reason for rejection, discount, dissolution of the contract or reimbursement unless these are major variations.
2. In the case of a decision as to whether differences in the total work are minor or not, a sample that represents the work will be examined, unless it concerns an individual item.

3. Differences which have, all taken into account, in a reasonable way, minor influence on the user value of the work, will be deemed insignificant..
4. Increased or decreased deliveries in regard to the agreed total are permitted if not more or less than the following percentages:
total amount up to 20,000 units: 10%
total amount of 20,000 and more: 5%
in the event of increased or decreased deliveries of printed packaging material, labels or continuous forms, a percentage of 10% is still permitted. Any extra, or shortfall, in numbers will be charged or recalculated respectively.
5. With respect to the quality and grammage of paper and/or board, minor differences will be deemed as differences caused by the forms of tolerance listed in the General Conditions of Sale of the Association of Paper Wholesalers (Vereniging van Papiergroothandelaren). The relevant conditions are available for reference at Textcase Unlimited B.V. Textcase Unlimited B.V. will send a copy of these free of charge, to the client on his request.
6. Changes in the other materials used by Textcase Unlimited B.V. that are permitted according to the delivery of these materials and semi-manufactured products having general sales conditions, are seen as changes of limited influence. The relevant conditions are available for reference at Textcase Unlimited B.V. Textcase Unlimited B.V. will send a copy of these free of charge to the client on his request.

Article 14 Duration of agreement of periodical issues

1. A contract for the production of a periodic issue assumes, if not otherwise specifically established in writing, that this is for an indefinite period and can only be terminated by official cancellation within an official cancellation period. This cancellation period is a year unless the periodic issue is four or more times per year and 6 months if it is a periodic issue appearing less frequently.
2. By periodic issue, as mentioned in paragraph 1 of this Article, this concerns issues which appear regularly.
3. Production, in the sense of the first two paragraphs of this Article, it is understood the production of part-manufactured products or any other work towards the production of the product such as loose folders, litho and setting work as well as work in relation to the completion and distribution of the issue.
4. A contract as mentioned in this Article can only be cancelled by means of a signed registered letter.
5. In the event of any deviation of that which is mentioned in this Article completion of the work can only be agreed in writing.

Article 15 Copyright

1. The client assures Textcase Unlimited B.V., that by completion of the contract and by multiple production or publication of the items received from the client such as copy, setting, models, drawings, photographic productions, lithos, films, information providers,

computer programmes, databases etc. no infringement is made to the rights of third parties according to the Copyright Law 1912 (Auteurswet 1912) or other national, supranational or international regulations in the area of authors' rights or the right of industrial ownership or rights regarding the law of tort. The client safeguards Textcase Unlimited B.V. by both within and outside of these rights for all claims by third parties based on the law in question or binding regulations.

2. If regarding the correctness in terms of the laws regarding third parties as indicated in paragraph 1 of this Article if any doubt remains or continues to remain, Textcase Unlimited B.V. is entitled but not obliged to cease the completion of the contract up to the moment of irreversible rights being further immovable so that Textcase Unlimited B.V. by this completion of the contract does not infringe on these rights. Hereafter Textcase Unlimited B.V. will carry out the order within a reasonable time frame.
3. Unless specifically agreed in writing, Textcase Unlimited B.V. remains the rightful party in terms of copyright that may occur by the copy produced during completion of the contract, setting, design drawing, models, work and detail drawings, information providers, computer programmes, databases, photographic productions, lithos, films and such productions and any other production aids when the relevant work is listed as occasional entry on the estimate, in the offer or on the invoice.
4. The items to be delivered or already delivered by Textcase Unlimited B.V. according to its design such as copy, setting, design drawings, models, work and detail drawings, information providers, computer programmes, databases, photographic productions, lithos, films and productions and production aids, to realize the design providing no author's rights or other legal protection for Textcase Unlimited B.V., not without their written permission in the framework of the production process can be copied.
5. The client, after delivery from Textcase Unlimited B.V. obtains the non-exclusive right to use work produced by Textcase Unlimited B.V. in the framework of the contract in the context of the Copyright Law 1912 or works in terms of paragraph 4 of this Article. The equally relevant law of use is limited to the right of normal use of the delivered items and refers in particular to not allowing the multiplication or copying of these items in the framework of such a production process.

Article 16 Ownership of production aids

1. All items produced by Textcase Unlimited B.V. such as production aids, part-manufactured products, namely setting, design drawings, models, work and detail drawings, information providers, computer programmes, databases, photographic productions, lithos, printing blocks, films, micro and macro assemblies, printing plates, silkscreen printing, flexographic plates, typographic plates, die cutters, (foil) embossing, watermark stamp, embossing stamps, supplementary equipment, remain the ownership of Textcase Unlimited B.V., also

where these are mentioned as separate entries on the quote, in the offer or on the invoice.

2. Textcase Unlimited B.V. is not bound to provide the client with the items mentioned in paragraph 1 and remain the property of Textcase Unlimited B.V.
3. Textcase Unlimited B.V. is not bound to hold the items mentioned in the first paragraph of this Article for the client. If Textcase Unlimited B.V. and the client agree that these items should be held by Textcase Unlimited B.V. this will be for a duration of up to one year and without Textcase Unlimited B.V. being held responsible for the readiness of the items.

Article 17 Rights of the client, rights of use

1. Textcase Unlimited B.V. will hold the items entrusted to them by the client and take good care of them acting as a responsible custodian as part of the fulfilment of the contract.
2. Regarding the items mentioned in the previous paragraph of this Article, the client is responsible for all risks relating to the custody of the items mentioned in paragraph 1. The client should ensure that insurance is taken out in relation to this risk.
3. The client is bound to ensure that in advance of providing Textcase Unlimited B.V. with copy, a drawing, design, photographic productions or information provider, a duplicate of these items is made. The client should keep these items in storage in case the delivered items go missing or are unusable due to damage whilst in the hands of Textcase Unlimited B.V. In that case the client should provide Textcase Unlimited B.V. with new examples for which payment will be made for material costs.
4. The client provides Textcase Unlimited B.V. with the right of use of all items relating to fulfilment of the contract with Textcase Unlimited B.V. that is empowered by the client to Textcase Unlimited B.V., such as providing additional assurance of that which the client in whatever form or whatever reason may hold Textcase Unlimited B.V. responsible, without this being understood as demands and/or conditional blame.

Article 18 Materials and products provided by the client

1. If the client agrees with Textcase Unlimited B.V., that the client will provide the materials or products for printing or processing, he should ensure beforehand that for the purpose of proper planning of production this is done in a proper and timely manner. The client will ask for instructions from Textcase Unlimited B.V. for this purpose.
2. The client is bound to provide as well as the agreed necessary materials or products also a reasonable amount of proofs for the necessary processing for the successful fulfilment of the agreement. The client will for this purpose ask Textcase Unlimited B.V. for the issue. The client expects that Textcase Unlimited B.V. will receive a sufficient number. The acknowledgement of receipt of the material

- by Textcase Unlimited B.V. does not imply that the sufficient number is received or the number on the freight document is correct.
3. Textcase Unlimited B.V. is not liable for checking the items received from the client for correctness prior to the printing or processing.
 4. Textcase Unlimited B.V. cannot be held responsible for any lack in the completion of the contract fulfilment if caused by unusual circumstances which cannot reasonably be avoided or anticipated by Textcase Unlimited B.V. resulting from the nature of materials or products provided by the client or even less if it results from differences between the original sample shown to Textcase Unlimited B.V. and the later materials or products provided by the client for the issue.
 5. Textcase Unlimited B.V. does not accept responsibility for properties such as longevity, stitching, gloss, colour, light or trueness of colour or fading of colour if the client has not already provided details of these properties of the materials and products at the time of signing the contract and has provided no information regarding pre-working of applicable surfaces.
 6. Unless specifically mentioned and agreed, Textcase Unlimited B.V. can neither be held responsible for loosening, sticking, spoiling, change in gloss or colour, nor for damage to materials from the client to be printed or processed if these have received a pre-working such as for example by applying a varnish, sealant or anti-set-off powder.
 7. The client is bound to make Textcase Unlimited B.V. aware of any unusual complications or health risks during the printing or processing of the materials and products provided.
 8. Textcase Unlimited B.V. considers remains such as off-cuts etc. from materials and products provided by the client as property owned by them. The client is bound at the request of Textcase Unlimited B.V. to collect any unused materials and products as well as the remains at the Textcase Unlimited B.V. premises.

Article 19 Force majeure

1. Any failure on the part of Textcase Unlimited B.V. in view of fulfilment of the contract cannot be their responsibility if they are proven not to be at fault according to the law or the contract in terms of the views regarding communication problems and cannot be charged for this.
2. Any failure of Textcase Unlimited B.V. in the fulfilment of the contract as a result of war, mobilization, unrest, flooding, termination of shipping, transportation problems, stagnation in, respectively limitation or termination of delivery by public service companies, lack of coal, gas, oil products or any other means of energy production, fire, machinery breakdown and other accidents, strikes, closures, actions by trade unions, export limitations, other measures taken by governments, non-delivery of necessary materials and part-manufactured goods by third parties, deliberate or careless blame of third parties and other circumstances which are out of the control and liability of Textcase Unlimited B.V. and give the client no right to relent on the contract or demand any reimbursement.

Article 20 Liability

1. The liability of Textcase Unlimited B.V. principally emanating from the contract with the client is limited to such a sum considered against standards of reasonability and fairness in relation to the agreed price, but will never exceed the invoiced amount for incorrect delivery.
2. Textcase Unlimited B.V. is not liable for damage of whatever nature resulting from or after the client begins to use the items produced, has processed or provided these to third parties.
3. Textcase Unlimited B.V. is also not liable for damage in the form of loss of profit or reduction of goodwill in the company or the causing of damage to the reputation of the client.
4. Textcase Unlimited B.V. is equally not liable for damage to materials or products provided to them by the client and to be printed, processed or adapted by Textcase Unlimited B.V., if the client has not clearly stated the properties and nature of the materials and products to Textcase Unlimited B.V. at the signing of the contract and has not provided correct information about the pre-working applied and the pre-working of surfaces.
5. If Textcase Unlimited B.V. is held responsible in the case of damage, in which they have according to the contract with the client via these delivery conditions not been held responsible, is held responsible by a third party, the client will immediately safeguard them with regard to total safeguarding and Textcase Unlimited B.V. will compensate for all items relating to the third party.

Article 21 Disputes; Court of arbitration for the Graphics Industry

1. All disputes arising from the contract between the client and Textcase Unlimited B.V. or from further agreements between them, will be handled by arbitration according to the regulation of the Court of Arbitration for the Graphics Industry (stichting Scheidsgerecht voor de Grafische Industrie), based in Amstelveen on the Startbaan 10 (Postbus 220, 1180 AE Amstelveen).
2. The forced arbitration of a dispute settlement, mentioned in the previous paragraph of this Article, is only applicable if at least one of the parties is a member or associate of the KVGGO at the time of signing the contract and that the pending demand (not being a reverse demand) was more than € 1250,-- in terms of the main sum.
3. A dispute arises when one party claims this.
4. The arbitrators will announce their decision in a fair and honourable way, without being bound to the strict rules of the law.

Article 22 Applicable law

All agreements between Textcase Unlimited B.V. and their client are governed by Dutch law.

Koert van der Scheer
Director