

GENERAL TERMS AND CONDITIONS CB PRINT B.V.

ARTICLE 1. | DEFINITIONS

Insofar as the nature or scope of the present provisions does not imply otherwise, the following terms are used in the subsequent meaning in these general terms and conditions:

1. CB Print: CB Print B.V., the user of these general terms and conditions, located in Diessen, registered in the Trade Registry under Chamber of Commerce number 75185547.
2. Counterparty: the natural or legal person with whom CB Print has entered into an agreement or intends to enter into an agreement.
3. Consumer: the counterparty as referred to in the previous paragraph who does not act in the exercise of a profession or business.
4. Agreement: any agreement reached between CB Print and the counterparty, by which CB Print has committed itself towards the counterparty to perform services, sell and/or deliver products.
5. Services: all activities to be performed by or on behalf of CB Print within the framework of the agreement, including, but not limited to, design and assembly work, in the broadest sense of the word.
6. Products: all items that are the subject of the agreement, such as the items to be produced and/or designed by CB Print and delivered to the counterparty, as well as the items to be assembled by or on behalf of CB Print.
7. Written: both traditional written communication and communication by email.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer from CB Print and every agreement that has been concluded.
2. These general terms and conditions also apply to agreements for the execution of which third parties are involved.
3. The applicability of the general or differing terms and conditions of the counterparty is expressly rejected.
4. Deviations from what is determined in these general terms and conditions can only be made in writing. If and insofar as what the parties have expressly agreed upon in writing deviates from what is determined in these general terms and conditions, what the parties have expressly agreed upon in writing applies.
5. Annulment or nullity of one or more of the present provisions does not affect the validity of the remaining clauses. In such a case, parties are obliged to consult with each other in order to agree on a substitute provision regarding the affected clause, whereby the aim and scope of the original provision are taken into account as much as possible.

ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT

1. Unless a term for acceptance is stated therein, every offer from CB Print is non-binding.
2. The counterparty cannot derive any rights from an offer that is based on incorrect or incomplete data provided by the counterparty.
3. Furthermore, the counterparty cannot derive any rights from an offer from CB Print that contains an obvious error or mistake.
4. The agreement is concluded by offer and acceptance. If the acceptance of the counterparty deviates from the offer from CB Print, the agreement is not concluded in accordance with this deviating acceptance, unless CB Print indicates otherwise. An agreement is also concluded if CB Print has commenced the execution of the agreement with the consent of the counterparty.
5. A composite quotation does not oblige CB Print to fulfil part of that offer against a corresponding part of the stated price.
6. If the counterparty concludes the agreement (also) on behalf of another natural or legal person, he declares by entering into the agreement to be authorized to do so. The counterparty is jointly and severally liable with this (legal) person for the fulfilment of the obligations from that agreement.

ARTICLE 4. | TERMS AND THIRD PARTIES

1. CB Print endeavors to comply with the execution and/or delivery terms agreed upon between the parties. However, all terms mentioned by CB Print are to be regarded as indicative, non-fatal terms. The default of CB Print does not occur until after the counterparty has put CB Print in default in writing, giving CB Print a reasonable term to still fulfil the agreement, and fulfilment has still not occurred after the expiration of the latter term.
2. Agreed terms do not commence until after CB Print has received all data necessary for the execution of the agreement from the counterparty.
3. CB Print is at all times authorized to have the execution of the agreement carried out entirely or partially by third parties. The applicability of articles 7:404 and 7:407 subsection 2 of the Dutch Civil Code is excluded.

ARTICLE 5. | OBLIGATION TO PROVIDE INFORMATION BY THE OTHER PARTY AND DATA PROVISION

The other party must provide all data, databases, and other items, which are relevant for the setup and execution of an agreement, to CB Print in a timely, accurate, and complete manner. If CB Print provides specifications for the provision of information by the other party, the other party must strictly adhere to these specifications. If the data, databases, and/or other items required for the execution of the agreement are not provided to CB Print in a timely manner, CB Print is entitled, without prejudice to the provisions in the rest of these general terms and conditions, to suspend the execution of the agreement and/or charge the other party for the extra costs resulting from the delay according to the usual rates.

ARTICLE 6. | SPECIAL PROVISIONS FOR ASSEMBLY WORK

1. If and insofar as assembly work is carried out on the location of the other party or another location designated by them within the framework of the agreement, this article applies, without prejudice to the provisions in the rest of these conditions.
2. The other party must ensure the correct and timely implementation of all arrangements, facilities, and other conditions that are necessary for a proper execution of the assembly work. Furthermore, the other party must ensure at their own expense and risk that:
 - the persons employed by CB Print gain access to the place of execution at the agreed time and can carry out the work during normal working hours. If CB Print deems it necessary, the other party must provide the opportunity to carry out the work outside normal working hours. CB Print will notify the other party of this as timely as possible;
 - the access roads to the location of installation are suitable for the transport of the products and other items required for the execution of the agreement;
 - the designated location of installation is suitable for storage and/or assembly of the products and items as referred to in the previous point;
 - all reasonable safety and precautionary measures are taken and maintained during the execution of the work, and that all measures are taken and maintained to comply with applicable government regulations;
 - where applicable: CB Print can timely have access to the approvals and permits required for the work, as well as other data to be provided by the other party in the context of the execution of the agreement.
3. If it has been agreed that the other party is responsible for the execution of preparatory work, the supply of materials, tools, or other items for the execution of the agreement, the other party must carry out or have these carried out in a timely manner, or make them available at the location of execution of the work.
4. Where relevant, CB Print must be able to use the power network and other facilities on location free of charge.
5. The other party guarantees the soundness of the items of the other party that must be worked with or on within the framework of the agreement. CB Print bears no liability for damage arising because the items referred to here are defective, except in cases of intent and deliberate recklessness on its part.
6. If the other party fails to fulfill its obligations as referred to in the previous paragraphs, CB Print is entitled, without prejudice to the provisions in the rest of these general terms and conditions, to suspend the execution of the agreement and possibly calculate delay/waiting hours to the other party, or to carry out preparatory work themselves at the expense of the other party.
7. Upon delivery of assembly work, any cleaning work is at the expense of the other party and is not carried out by CB Print, unless expressly agreed otherwise.

ARTICLE 7. | DESIGN ASSIGNMENTS AND PRODUCTION

1. Characteristics of products to be designed and produced that are mentioned in the offer, the contract, and/or in concept designs may deviate on minor points from what is actually delivered. Minor points include all minor deviations in characteristics, including colors, sizes, quantities, and weights of the products which are not reasonably burdensome for the counterparty and which he should reasonably tolerate. The presence of such deviations does not provide the counterparty with grounds to suspend his obligations under the contract, to dissolve the contract in whole or in part, or to claim damages or any other compensation.
2. Delivered final designs are deemed to comply with the contract if they are manufactured in accordance with the concept designs approved by the counterparty or, in the absence of concept designs, in accordance with the task specifications provided by the counterparty.

ARTICLE 8. | MODIFICATION OF THE CONTRACT AND ADDITIONAL WORK

1. If during the execution of the work it becomes apparent that it is necessary to modify or supplement the contract for proper completion, the parties shall proceed to adjust

the contract in a timely manner and in mutual consultation. If the nature, scope, or content of the contract is changed in qualitative and/or quantitative respect, this may affect what was originally agreed upon. As a result, the originally agreed price may be increased or decreased. CB Print will provide a price quote in advance as much as possible.

2. In the case of additions or changes in the agreed-upon by the counterparty, the extra costs associated with this will be borne by the counterparty. CB Print will inform the counterparty in a timely manner about the necessity of calculating these costs, unless the counterparty should have understood this necessity on their own.
3. Due to a modification of the contract, the originally specified period of execution can be changed. The counterparty accepts the possibility of modification of the contract, including the change in price and term of execution. If the contract is modified or supplemented, then CB Print is entitled to not commence execution until the counterparty has agreed to the adjusted price and other conditions, including the time at which execution of the work will commence. The failure or immediate execution of the modified contract does not constitute a failure on the part of CB Print and is not grounds for the counterparty to dissolve the contract.
4. If after the conclusion of the contract cost-increasing circumstances arise or come to light, which can be attributed to the counterparty based on incorrectly provided information, the extra costs will be borne by him, unless CB Print should have discovered the incorrectness of the information provided by the counterparty before determining the price. CB Print will inform the counterparty in a timely manner about the necessity of calculating these costs.
5. Without being in default, CB Print may refuse a request to modify the contract if compliance with the modified contract cannot reasonably be expected of him.
6. Agreements that involve additional work, except as provided in the rest of this article, take place in consultation and are recorded in writing as much as possible.

ARTICLE 9. | ORDERING AND DELIVERY OF PRODUCTS

1. Unless the nature of the product prevents it, a minimum order quantity of one linear meter applies, rounded up to half meters. For flags, banners, and other products that can be traced back to square meters, a minimum order quantity of 1 m² applies.
2. Unless expressly agreed otherwise, or the products are brought along in connection with assembly work by or on behalf of CB Print, delivery of ordered products takes place by delivering them to the delivery address specified by the counterparty. If the counterparty has not specified a specific delivery address, the invoice address will be considered the delivery address.
3. CB Print determines, unless expressly agreed otherwise, the method of packaging and shipping of the products. The shipping and delivery costs are at the expense of the counterparty.
4. CB Print reserves the right to deliver orders in parts.
5. The risk of loss and damage to the products transfers to the counterparty at the moment the products are received by or on behalf of the counterparty.
6. In the event of exceeding the agreed execution or delivery term, the counterparty is never entitled to refuse to accept the products to be delivered and/or to pay the agreed price.
7. If the products could not be delivered as a result of a circumstance attributable to the counterparty, CB Print will store the products at the expense and risk of the counterparty, without prejudice to the obligation of the counterparty to pay the agreed price.
8. In the event that the counterparty refuses acceptance of the ordered products or is otherwise negligent in receiving the products, the counterparty shall, at the first request of CB Print, inform within what term the products will still be accepted. This term shall never be longer than three months after the day of the request as referred to in the previous sentence. CB Print is entitled to dissolve the agreement if the counterparty, after the expiry of the term referred to in the previous sentence, still has neglected acceptance of the products, without prejudice to the obligation of the counterparty to pay the agreed price and costs for storage of the products.
9. If CB Print incurs reasonable costs in the application of paragraphs 6 to 8 which would not exist if the counterparty had properly fulfilled the obligations referred to therein, these costs will be at the expense of the counterparty.

ARTICLE 10. | INSPECTION AND COMPLAINTS

1. The counterparty is obliged to immediately check upon delivery of the products and/or completion of the work whether the nature and quantity of the products or the delivered work corresponds to the agreement.
2. If, in the opinion of the counterparty, the delivered does not correspond to the agreement, he must immediately notify CB Print of this.
3. If a defect could not reasonably have been visible at the time of delivery, the counterparty must report this in writing to CB Print within seven days after discovering the defect, or within seven days after he could reasonably have discovered the defect.
4. If the counterparty does not complain in time, no obligation arises for CB Print from such a complaint from the counterparty, without prejudice to what is determined in these general terms and conditions regarding warranty.
5. Even if the counterparty complains in time, the obligation of the counterparty to pay and further comply with the agreement remains.
6. Products can only be returned with prior written permission from CB Print. Returning of the products is at the expense of the counterparty unless this would be unreasonable under the circumstances.
7. The provisions of this article do not affect the provisions of article 15.12 regarding a consumer purchase.

ARTICLE 11. | WARRANTY

1. The counterparty is only entitled to the possibly explicitly agreed warranty and the possibly manufacturer's warranty provided with the products.
2. A warranty provided by CB Print, manufacturer, or importer does not affect the mandatory legal rights and claims that consumers can assert against CB Print.
3. Notwithstanding the warranty conditions explicitly agreed between the parties, the provided warranty expires in any case if a defect is the result of an external cause or otherwise cannot be attributed to CB Print or its suppliers. This includes, in a non-exhaustive manner, defects resulting from damage, incorrect or incompetent use, and use contrary to the instructions or other indications from or on behalf of CB Print.
4. To make a possible claim under the warranty, the counterparty must, in accordance with the provisions of article 10, timely file a complaint with CB Print.
5. Section 6 of the previous article applies correspondingly to any warranty claims of the counterparty, provided that the costs of returning products are always at the expense of the counterparty.

ARTICLE 12. | FORCE MAJEURE

1. CB Print is not obliged to fulfill any obligation from the agreement if and as long as he is hindered by a circumstance that cannot be attributed to him according to the law, a legal action, or generally accepted views in society. Force majeure also includes the circumstance that CB Print is unable to meet its obligations (on time) due to a failure of its suppliers.
2. If the force majeure situation makes the fulfillment of the agreement permanently impossible, or lasts or will last longer than three months, parties are entitled to dissolve the agreement with immediate effect.
3. If CB Print has already partially met its obligations at the time the force majeure occurs, or can only partially meet its obligations, he is entitled to invoice the already executed part, respectively the executable part of the agreement separately as if it were an independent agreement.
4. Damage as a result of force majeure is never eligible for compensation.

ARTICLE 13. | SUSPENSION AND DISSOLUTION

1. CB Print is, if circumstances justify, entitled to suspend the execution of the agreement or to dissolve the agreement with immediate effect if the counterparty does not, not timely, or not fully comply with the obligations from the agreement or these general terms and conditions, or after entering into the agreement circumstances come to the knowledge of CB Print that give good ground to fear that the counterparty will not fulfill his obligations.
2. If the counterparty is in a state of bankruptcy, any seizure has been made on his products, or in cases where the counterparty otherwise cannot freely dispose of his assets, CB Print is entitled to dissolve the agreement with immediate effect, unless the counterparty has already provided sufficient security for the payment(s).
3. Furthermore, CB Print is entitled to dissolve the agreement if circumstances occur which are of such a nature that fulfillment of the agreement is impossible or if unchanged maintenance thereof cannot reasonably be required of him.
4. The counterparty never claims any form of compensation in connection with the suspension and dissolution right exercised by CB Print under this article.
5. To the extent that it can be attributed to him, the counterparty is obliged to compensate the damage that CB Print suffers as a result of the suspension or dissolution of the agreement.
6. If CB Print dissolves the agreement under this article, all claims on the counterparty are immediately due and payable.

ARTICLE 14. | PRICES AND PAYMENTS

1. Unless expressly stated otherwise, all prices mentioned by CB Print are exclusive of VAT.
2. Should there be increases in VAT rates or other government levies after the agreement has been concluded, CB Print is entitled to adjust the agreed prices accordingly.
3. CB Print is also entitled to pass on increases in cost-determining factors that become apparent after the agreement has been concluded to the other party. Deviating from the previous sentence, the consumer in that case has the right to dissolve the agreement if the pass-through occurs within three months after the agreement has

been concluded and CB Print still expressly refuses to comply with the agreement under the original conditions.

4. CB Print is at all times entitled to demand that the agreed price be paid in full or in part in advance.
5. Unless otherwise agreed, payments are made by transfer, within the term stated on the invoice, in the manner prescribed by CB Print.
6. In the event of liquidation, bankruptcy or suspension of payment of the other party, the claims on the other party are immediately due and payable.
7. If timely payment is not made, the default of the other party occurs by operation of law. From the day that the default occurs, the other party owes an interest of 1% per month on the outstanding amount, where a part of a month is regarded as a full month. Deviating from the previous sentence, instead of the contractual interest mentioned there, the consumer owes the legal interest applicable at the time of his payment default.
8. All reasonable costs, including judicial, extrajudicial, and execution costs, incurred in obtaining the amounts owed by the other party, shall be borne by them.

ARTICLE 15. | LIABILITY

1. Except for deliberate intent or willful recklessness on the part of CB Print, as well as except as provided in articles 10 and 11, CB Print is no longer liable for defects after delivery.
2. In case of a claim by the counterparty based on deficiencies of third parties engaged by CB Print, the counterparty is required to make optimal efforts to come to an amicable resolution of the dispute with those third parties. If the counterparty wishes to initiate legal proceedings based on such a claim, he must, excluding CB Print, legally address this third party before he can validly assert his potential rights against CB Print. CB Print is not liable for damage caused by incorrect or imprudent use by the counterparty or third parties of the products delivered by CB Print.
4. CB Print is never liable for damage resulting from its reliance on incorrect or incomplete information provided by the counterparty. Specifications to be provided by the counterparty for the delivery of products to be manufactured or processed according to these specifications can only be provided in accordance with the delivery specifications made known by CB Print. Any liability of CB Print as a result of the counterparty providing specifications incorrectly is excluded.
5. CB Print is never liable for damage for which the manufacturer of the products bears the legal product liability.
6. CB Print always has the right to repair the damage for which it is liable. The counterparty must give CB Print the opportunity to do so, failing which any liability of CB Print expires.
7. The counterparty bears the damage caused by:
 - an inaccuracy in the information provided by the counterparty;
 - a defect in an item of the counterparty to which the work is being carried out;
 - any other failure in the performance of the obligations of the counterparty arising from the law or the agreement;
 - any other circumstance that cannot be attributed to CB Print.
8. CB Print is never liable for consequential damage, including lost profits, suffered loss, and damage as a result of business interruption. If, despite the provisions in these general terms and conditions, liability of CB Print exists, only direct damage is eligible for compensation. Direct damage is understood to mean exclusively:
 - the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage that is eligible for compensation within the meaning of these terms and conditions;
 - the possible reasonable costs incurred to make CB Print's defective performance conform to the agreement, insofar as these can be attributed to CB Print;
 - reasonable costs incurred to prevent or limit damage, insofar as the counterparty demonstrates that these costs have led to the limitation of damage that is eligible for compensation within the meaning of these terms and conditions.
9. In the case of a consumer purchase, the limitations from this article do not extend further than is permitted under article 7:24 paragraph 2 of the Dutch Civil Code.
10. If, based on the circumstances of the case, further liability of CB Print should exist, the liability of CB Print is limited to at most three times the invoice value of the agreement, or at least to that part of the agreement to which the liability of CB Print relates.
11. Never will the liability of CB Print exceed the amount that is paid out in the respective case under the possibly concluded liability insurance of CB Print.
12. The limitation period for all claims and defenses against CB Print is one year. Contrary to the previous sentence, claims and defenses entitled to consumers that are based on facts that would justify the statement that the delivered product does not conform to the agreement, expire after two years. The right to file a claim or defense related to the existence of a defect in a product expires if the conditions as referred to in article 10 are not met, except in the case of a consumer purchase, where a complaint submitted within two months after discovery of the defect is considered timely.
13. Except in the case of deliberate intent or willful recklessness of CB Print, the counterparty will indemnify CB Print against all claims from third parties, for any reason whatsoever, regarding compensation for damage, costs or interests, related to the execution of the agreement by or on behalf of CB Print, as well as the use of the products delivered by or on behalf of CB Print.
14. The liability-limiting clauses in these general terms and conditions are also stipulated for the benefit of the director(s), executive(s) and employees of CB Print.

ARTICLE 16. | RETENTION OF TITLE

1. All products delivered by CB Print remain its property until the counterparty has duly fulfilled all obligations arising from the contract.
2. The counterparty is prohibited from selling, pledging, or in any other way encumbering the delivered products subject to the retention of title, insofar as this should not be considered unacceptable within the scope of its normal business operations.
3. If third parties seize the products subject to the retention of title, or wish to establish or assert rights thereon, the counterparty is obliged to notify CB Print as soon as possible.
4. The counterparty grants unconditional permission to CB Print or third parties designated by CB Print to enter all places where the products subject to the retention of title are located. In the event of default by the counterparty, CB Print is entitled to take back the aforementioned products. All reasonable costs associated with this shall be borne by the counterparty.

ARTICLE 17. | INTELLECTUAL PROPERTY

1. CB Print, or its licensors, retain the industrial and intellectual property rights to all designs they have created and/or delivered, in any form. Except with prior written permission from CB Print, the counterparty is prohibited from (causing to) duplicate, reproduce, or use the designs or parts thereof in any way other than provided for in the contract.
2. Ownership of ideas, concepts, and designs provided by CB Print remains fully with CB Print, unless expressly agreed otherwise in writing. In the latter case, CB Print may demand a fee. In case of proven infringement of the aforementioned property, the counterparty is liable to CB Print for damages.

ARTICLE 18. | FINAL PROVISIONS

1. Dutch law exclusively applies to every agreement and all resulting legal relationships between parties.
2. Parties shall resort to the judiciary only after they have made optimal efforts to settle the dispute in mutual consultation.
3. Unless mandatory law prescribes otherwise, only the competent court within the district of CB Print's place of establishment is designated to take cognizance of disputes.