

General terms and Conditions

1. General

1.1. The general terms and conditions set forth below ('General Terms and Conditions') shall govern all tenders, offers and agreements for the provision of services by Vanden Broele Productions BV, called VDBP, Lieven Bauwensstraat 33, 8200 Bruges (Bruges Register of Legal Persons No. 0461.441.245).

1.2. For specific services or products, special terms and conditions ("Special Terms and Conditions") may apply. The special terms and conditions always refer to one specific service or a specific product. The Special Terms and Conditions have priority over the General terms and conditions.

1.3. Changes to and/or derogations from the General Terms and Conditions shall be valid only if stated in the offer made by CDBP or agreed in writing by and between the customer ('Customer') and VDBP ('Offer').

1.4. General and/or other conditions of the Customer shall not apply even if they stipulate that they are the only ones that shall apply.

1.5. VDBP and the Customer may be referred to individually as 'Party' and jointly as 'Parties'.

2. Preparation of proposals – Offers

2.1. VDBP is willing to draw up proposals without obligation for every new project. They shall apply to the approach, strategy and cost price. Such a proposal offer without obligation shall be limited to 5 working hours at most, however. VDBP shall charge a fee of €125 per hour if it is required to spend more time on such proposals.

2.2. The pre-contractual fee stated in article 2.1 shall cease to be payable if the Customer definitively and irrevocably places an order with VDBP.

2.3. The commitment of a Customer who decides not to place an order with VDBP shall be limited to payment of the fee stated in article 2.1. However, the Customer shall not then have the right to use the submitted ideas and/or strategies. If the Customer nevertheless uses the submitted ideas and/or strategies he shall owe a fee equal to 50% of the cost price stated in the proposal.

2.4. Unless otherwise stated in the offer, the offer shall be valid for 30 calendar days.

3. Services - Rights and obligations of the Parties

3.1. Unless explicitly otherwise stated in the General Terms and Conditions or in the Offer, the commitments of VDBP shall be best-effort commitments. VDBP shall perform the agreement with due care and attention at all times.

3.2. Any estimated final date for delivery of an agreed job shall be stated solely for information purposes and shall not be binding.

3.3. VDBP warrants that it possesses the know-how and experience required to perform the services. VDBP shall assign performance of the services only to employees who possess sufficient knowledge and experience to render the services correctly.

3.4. The customer shall provide all support, information and materials, required in all reasonableness to perform the job, on time and directly to VDBP.

3.5. Remarks regarding the nature and scope of VDBP's products and/or services must – at the risk of forfeiting all rights – be notified by the Customer within five (5) working days at the latest after detection by the Customer.

3.6. VDBP shall have the right to suspend service provisioning without prior notice of breach in the event of non-payment (or partial non-payment) of an invoice by the Customer.

3.7. Changes and cancellation: VDBP reserves the right to make changes to the conditions agreed for the purchase of media or titles based on the requirements laid down by the media, and in accordance with their specific general terms and conditions (including such matters as price increases and cancellations). Cancellation by the Customer shall constitute its acceptance of any resulting consequences.

4. Term and termination

4.1. The agreement shall be concluded either for a fixed term or for a fixed project and shall commence at the time stipulated in the Offer ('Effective Date'). If the Offer does not stipulate an Effective Date, the agreement shall commence at such time as the Customer pays the advance or, in the absence of the requirement of an advance, at such time as the first service is provided to the Customer.

4.2. If an agreement is concluded for a fixed term, the term shall be stipulated in the Offer ('Initial Period'). Except where cancelled by registered letter with observance of the minimum period of notice stated in the Offer ('Notice Period'), the agreement shall be tacitly renewed for successive periods of the duration stipulated in the Offer ('New Period(s)'). If an Offer contains no provisions in this regard, the Initial Period shall be one (1) year, the Notice Period shall be three (3) months and a New Period shall have the same duration as the Initial Period.

4.3. An agreement concluded for a project shall end on delivery of the project.

4.4. VDBP shall have the right to terminate the agreement forthwith by means of written notice in the event of discontinuation of the activities of the Customer, in the event of the Customer's liquidation or insolvency, in the event of a petition by the Customer for a composition and in the event of the Customer's bankruptcy.

4.5. Each Party shall have the right to terminate the agreement forthwith by registered letter, without recourse to the courts, either fully or partly, if the other Party substantially breaches the agreement, provided always that

the other Party has failed to remedy or discontinue the breach within thirty (30) days of receipt of a written warning sent by registered letter that specifies the nature of the breach and requests the Party in breach to remedy or discontinue the breach. Non-payment of any invoices that have not been disputed or have passed their due date shall in any event constitute a substantial breach.

4.6. The Customer is entitled to discontinue or terminate the agreement without reason subject to payment of a termination fee which will be calculated as follows: (i) for services with unit price: 50% of the price specified in the offer for the services, multiplied by the remaining number of services to be provided or (ii) for services with a fixed project price: 50% of the balance of the price specified in the Offer.

4.7. VDBP shall have the right to cancel the agreement by registered letter at any time, subject to notice of one (1) month.

5. Price and payment

5.1. VDBP shall invoice the services in the ways stated in the Offer. If the Offer contains no provisions in this regard, the services and costs shall be invoiced on a monthly basis in advance.

5.2. All prices stated by VDBP shall be in euros, exclusive of VAT and other taxes and levies. Any service-related costs that are not included in the price shall be payable by the Customer.

5.3. All prices and charges shall be adjusted on 1 January of each year by applying the following formula:

- $\text{New Price} = \text{Old Price} \times [0.2 + 0.8 (\text{new Agoria index/basic Agoria index})]$;
- Old Price: the fee laid down in the Offer;
- new Agoria-index: the Agoria index applicable to the month of December prior to the date of index-linking;
- Basic Agoria-index: the Agoria index applicable to the month prior to the agreement coming into effect);
- the Agoria-index: Agoria Index for Reference Wages National Average Contract after 11/7/1981, viewable at www.agoria.be.

5.4. Invoices shall be payable within 15 days of the invoice date. Overdue payment by the Customer shall automatically entitle VDBP, without serving notice of breach, to payment of interest at 1% per month plus fixed compensation equal to 10% of the unpaid amount, subject to a minimum of €75.

5.5. Any complaint concerning an invoice shall be made known to VDBP by registered letter within five (5) working days of receipt of the invoice concerned. No further claims shall be entertained in this regard after expiry of this term. A complaint shall never constitute a ground for deferring payment.

5.6. Any invoice unpaid on the due date shall render all other invoices owed by the Customer payable on demand.

6. Liability

6.1. VDBP's total liability is limited, per job, to maximum the lowest of the following amounts: (i) an amount equal to the amounts paid by the Customer to VDBP for the job in question or (ii) 50,000 EUR.

6.2. VDBP shall not be liable for any indirect or consequential damage, including but not confined to loss of turnover, loss of profit, loss of goodwill, loss of opportunity or loss or damage of data.

6.3. This limitation of liability shall not apply in the event of fraud or deliberate misconduct.

7. Intellectual property rights

7.1. Unless expressly agreed otherwise in writing, VDBP shall retain ownership of all intellectual and other property rights to all its delivered products and results of services (as and when applicable including the source code thereof).

7.2. If VDBP supplies third-party materials to the Customer, the Customer shall obtain a right to use them in accordance with the licence applicable to those materials.

8. Non-solicitation

8.1. Except with the prior written consent of VDBP, the Customer shall refrain for the term of the agreement and for twelve (12) months after its ends from directly or indirectly recruiting or otherwise employing any employees of VDBP (regardless of the status or nature of such cooperation).

8.2. Any breach of the above provisions shall cause the Customer to owe VDBP fixed compensation equal to the equivalent of twelve (12) months gross salary for full-time employment, calculated according to the payments made by VDBP to the employee concerned over the past twelve (12) months prior to the solicitation (or the shorter period of employment if the employee worked at VDBP less than twelve (12) months).

9. Non-disclosure

9.1. Parties shall treat confidentially and shall not disclose to third parties any confidential information of the other Party, except and to the extent necessary for performance of the agreement and provided always that such third parties are bound by non-disclosure obligations substantially equivalent to those contained in these General Terms and Conditions. The Party that receives such confidential information shall use it solely for the purposes of the agreed job.

10. Privacy and processing of personal details

10.1. The Parties shall respect the provisions of the Belgian protection of privacy Act of 8 December 1992 with regard to personal data processing.

10.2. As processor VDBP undertakes the following:

- to respect all necessary measures for a secure processing and storage, taking into account the nature of the data and any consequences that might arise due to poor

storage; to guarantee the security of personal data, VDBP undertakes to take suitable technical and organisational measures required for the protection of personal data against coincidental or unauthorised destruction, coincidental loss, as well as modification of or access to, and any other unauthorised processing of personal details.

- for the people acting under its authority, to restrict access to the personal data and the processing possibilities to what people need to exercise their tasks or what is necessary for the needs of the services;
- not to keep the data longer than is necessary to carry out the agreed obligations;
- to inform all people under its authority, which it involves in the performance of this agreement, about the applicable provisions of the privacy act;
- only to process the personal data within the European Economic Area and not to export it or make it viewable for a country outside.

10.3. Within the context of the services for the Customer, VDBP processes personal data of the contacts specified by the customer. The contact details of these people are processed for 'customer management' purposes, i.e. to contact the customer regarding the services. The contacts have a right of access and correction regarding their data.

11. General provisions:

11.1. The validity of the General Terms and Conditions or the Offer shall be unaffected by nullification of any of its clauses. Parties shall replace any nullified clause by a clause that comes as close as possible to the economic intention of the nullified clause.

11.2. Omission by one of the Parties to exercise any right or apply any sanction shall never constitute a waiver of its rights.

11.3. The titles are merely informative and cannot be used for interpretive purposes.

11.4. VDBP shall have the right to use the agreement as a reference.

11.5. VDBP may assign its rights and obligations under the agreement without the prior consent of the Customer. VDBP shall not require the Customer's prior consent to engage subcontractors for performance of the services, with the proviso that VDBP shall remain fully liable for performance of services by such subcontractors.

11.6. Neither Party shall be liable for any damage arising from non-fulfilment or late fulfilment of obligations due to force majeure, including war, riots, terrorism, attacks, strikes, social conflicts, accidents, fires, floods and telecommunication problems. Parties shall consult with each other in good faith on how they will deal with the consequences of force majeure.

12. Applicable law and jurisdiction

12.1. The General Terms and Conditions shall be governed by the laws of Belgium.

12.2. Any disputes arising from or relating to the agreement shall be subject to the exclusive jurisdiction of the courts at Bruges, Belgium.

Specific provisions for printing

13. General

13.1. Providing VDBP with production elements (raw materials, model, copy and/or digital files, etc.) accompanied by a request to deliver a proof or draft, without express reservation, incurs the obligation to engage VDBP to perform the work or to reimburse VDBP for any costs generated.

13.2. In the case of compound price quotations, there is no obligation to deliver a part of the order at the corresponding part of the total price.

14. Reproduction rights and mention of the name VDBP

14.1. VDBP is not responsible for any infringement of the reproduction rights of third parties if VDBP performed the printing or reproduction assignment in good faith. The Customer is the sole person responsible. Any dispute regarding reproduction rights suspends performance of the assignment.

14.2. If the law should require it, the Customer may not object to having the name VDBP mentioned, even if the names of the publisher or intermediary, publicity agent or any other persons are mentioned on the printed matter.

15. Typesetting, VDBP's equipment, proofs and ready to print

15.1. VDBP is free to choose the font and lay-out. VDBP is not responsible for any typographic quality of the templates or files of pages already drawn up and ready to be printed, which VDBP receives from the Customer.

15.2. If the Customer makes material available to VDBP, this must be packed and delivered to VDBP's business premises, postage paid and in good time (taking the order planning schedule into account). Signing the transport documents in acknowledgement of receipt merely confirms that the material was received. If the Customer delivers the pre-press material electronically without a printed version thereof, then VDBP does not bear any responsibility whatsoever for the result of the exposure. If the Customer makes digital files available to VDBP, then he, she or it must personally keep the original files and is responsible for the quality of these files. Unless there is any wilful intent on the part of VDBP, its staff or subcontractors, difficulties or delays caused by the delivered material shall extend the delivery term and raise the price by the additional costs caused by these problems.

15.3. At the Customer's request, VDBP provides a simple proof of, for example, a laser print, blueprint or imposition

proof. There is a surcharge for provided proofs such as those in true colours and / or on edition paper. If the Customer does not request a proof, VDBP is not in any way responsible for the quality of the end product.

15.4. VDBP must correct the misprints and hyphenation, but is not responsible for spelling, linguistic or grammar mistakes. Customers will be charged surcharges for changes of any nature whatsoever (to the text, adaptations or positioning of the illustrations, to the formats, to the printing or binding, etc.) to the original order, whether this is done in writing or in any other manner whatsoever by or on behalf of the Customer, and such changes also extend the time required to complete the work. This also applies to machine downtime pending "ready to print". The changes notified orally or by telephone are made at the Customer's risk.

15.5. The fact that the Customer submits a dated and signed "ready to print" [version] releases VDBP from any responsibility whatsoever for mistakes or omissions established during or after printing. The "ready to print" [version] remains the property of VDBP and serves as evidence if there is a dispute.

16. Safekeeping

16.1. If the Customer wants VDBP to keep production elements such as typesetting, films, montage, cutting frame, designs, drawings, carriers, etc., he, she or it shall agree this with VDBP in writing before the assignment is performed. These are kept at the Customer's risk, which explicitly releases VDBP from any responsibility regarding said safekeeping (such as loss or damage), except in the case of wilful intent on the part of VDBP. Offset plates are not kept.

17. Delivery period

17.1. The period negotiated in writing when the order was placed begins as from the working day following the one on which the necessary elements were submitted. The agreed delivery periods are extended at least to the extent to which the Customer has been in default in delivering the necessary elements, in returning the corrected proofs or the "ready to print" version. Cases of force majeure and, more generally, any circumstances forming an obstacle to, reducing or delaying the term of, VDBP in performing the assignment, or, furthermore, causing an exceptional encumbrance for it to fulfill the obligations it concluded, release VDBP from any liability and, depending on the case in question, afford it the possibility, either of reducing its obligations, terminating the agreement or suspending its execution, without any obligation on VDBP's part to pay any compensation for damages whatsoever.

18. Periodicals - Cancellation

18.1. The Customer can only deprive VDBP of executing an assignment of a periodic nature, i.e. an assignment consisting

of recurring partial assignments, on condition that he, she or it respects the notice periods specified below. The notice must be served by registered letter. If the periods are not observed, the Customer shall compensate VDBP for any damage and loss of profit suffered during the period not observed. Notice term:

18.2. 3 months for a periodic assignment consisting of an annual turnover of up to EUR 7,500;

18.3. 6 months for a periodic assignment consisting of an annual turnover of up to EUR 25,000;

18.4. 1 year for a periodic assignment consisting of an annual turnover of EUR 25,000 or more.

19. Derogations

19.1. Customers accept allowances imposed by manufacturers for paper, cardboard and book-binding equipment processed by VDBP. VDBP may deliver and invoice 5% more or fewer than the number of copies ordered (the minimum of which is one hundred copies). VDBP may deliver and invoice 20% more or fewer than the number of ordered copies of printing work requiring a complicated or particularly difficult finishing (the minimum of which is 200 copies). Fewer or additional copies are charged at the price for additional copies.

19.2. All assignments are performed by using the normally available raw materials. Customers must mention special requirements such as ink light fastness, suitability for foodstuffs, etc. when price quotations are requested. Mentioning them ex post facto can lead to price adjustments. There is no guarantee that the colours to be reproduced will be in full conformity, that the inks will be perfectly colour-fast, or that the ink and the register will be completely unalterable. Customers explicitly accept derogations typical of the nature of the work to be performed.

20. Complaints and responsibility

20.1. On penalty of forfeiting their rights, Customers must send any complaint or contestation to VDBP by registered letter no later than within 8 days after first delivery of the goods. If the Customer does not accept the goods, the term of 8 days begins as from the date on which they are offered for acceptance. If this is not done, the term begins as from invoice date. If VDBP does not receive a complaint within this term of 8 days, the consequence is that the Customer has accepted all the goods. If the Customer uses a part of the goods delivered, has it sent to third persons by post, or has it given to a distribution company for distribution, this means that the Customer has accepted all the copies printed. Defects to a part of the goods delivered do not entitle the Customer to reject the entire order.

20.2. VDBP's responsibility is restricted to taking back copies that are not in conformity, which are offset against the price for additional copies.

21. Customer's Materials - Risk

21.1. Delivery takes place in the company of VDBP. The Customer is liable for packaging and transport. The Customer bears the risk for the goods during transport.

21.2. The Customer continues to bear the expense and risk for any goods (paper, films, information carriers, etc.) which he, she or it has submitted and which are kept at VDBP's business premises, and the Customer explicitly releases VDBP from any responsibility of any nature whatsoever, including cases of damage or loss, whether fully or partially, for whatever reason, except in the case of wilful intent on the part of VDBP, its staff or subcontractors or if above-mentioned safekeeping is one of the main performances of the agreement. The same applies to the goods destined for the Customer. Fees for safekeeping are charged as from the date notified to the Customer. If payment is not paid by the agreed date, these goods may be kept as guarantee and pledge for the sums still owed.

22. Delivery on demand

22.1. If delivery is made on demand, the entire order shall be invoiced upon first delivery.