



General Sales and Supply Conditions of Incentive Promotions B.V., established at Pieter Braaijweg 101 in Amsterdam. Filed under number 30080188, Chamber of Commerce in Amsterdam.

Incentive Promotions B.V. is a trade name of Incentive Europe B.V.

Article 1. Definitions

Paragraph 1:

In these General Conditions the following definitions shall apply: Vendor: the user of these General Conditions; Customer or Client: the party in a (pre-)contractual relationship with the Vendor.

Paragraph 2:

In these General Conditions where the term "goods" is used it is understood to mean items as well as services to be delivered by the Vendor, including advice and creative expressions.

Article 2 Applicability.

Paragraph 1:

Unless otherwise agreed upon in writing, these General Sales and Supply Conditions are applicable to every agreement between Vendor and Client. Paragraph 2:

The provisions of the preceding paragraph also apply to (further or additional) agreements between Vendor and Client in which the applicability of these General Sales and Supply Conditions is not specifically (explicitly) invoked.

Article 3 Offers.

Paragraph 1:

All offers, in whichever form, are without obligations by the Vendor unless the offers contain a term for acceptance and are based on delivery under normal circumstances and normal working hours.

Paragraph 2:

If an offer without obligation is accepted, the Vendor has the right to retract the offer within four days after receiving the acceptance.

Paragraph 3:

Images, catalogues, drawings and other information provided to or by the Vendor are subject to change without prior notice and do not bind the Vendor.

Article 4 Prices.

Paragraph 1:

The price or prices specified in the offer are excluding VAT in pound sterling (GBP) on the cost-determining factors at that time.

Paragraph 2:

The Vendor always has the right to determine that certain articles can only be supplied in certain minimum amounts.

Paragraph 3:

The Vendor may adjust its prices and rates at any time .

Article 5 Supply of Printed Goods.

Paragraph 1:

Should the Vendor receive an order to supply products processed or compiled specifically for the Client's needs, the Client is obliged to provide instantly reproducible material of good quality understood as .ai or .eps file of the graphics to be printed.

Paragraph 2:

The Vendor is only obliged to provide the Client with a printed proof for the Client's approval if the Client so stipulates before issuing the order. In that case, within five weeks of receipt of the order and after receipt of the reproducible materials, the Vendor is obliged to submit a proof to the Client, which proof is deemed to have been approved if no written response is received within five working days.

Article 6 Supplies and Delivery Time**Paragraph 1:**

Stated delivery times shall never be regarded as firm dates, unless explicitly otherwise agreed upon.

Paragraph 2:

The delivery time begins at the latest of the following times: A. The day the agreement enters into force. B. The day the Vendor receives the necessary documents, information, permits and the like in order to carry out the agreement. C. The day the Vendor receives the amount which, according to the agreement, the Client may need to pay in advance.

Paragraph 3:

If all or part of the delivery is prevented by force majeure, the Vendor may suspend the delivery or dissolve the agreement - in as much as it is not carried out - in full or in part, and demand payment for that which has been carried out without being required to pay any compensation to the Client.

Paragraph 4:

In these General Sales and Supply Conditions, force majeure is understood to mean every circumstance beyond the Vendor's control - even if it was already foreseeable at the time of the conclusion of the agreement - that prevents the carrying out of the agreement, whether permanently or temporarily, and to the extent not already included, war, risk of war, civil war, riot, strike, employee lockout, transport difficulties, fire and/or serious disruption of the operation of the Vendor or its vendors.

Paragraph 5:

The Vendor reserves the right to deliver and invoice up to 10% more or less than the agreed amount in cases of products compiled especially for the client. Paragraph 6:

Unless otherwise agreed upon in writing, without prejudice to the above regarding set prices, the prices specified by the Vendor are based on delivery ex factory, warehouse or other storage, are exclusive of VAT, import obligations or other taxes, duties or obligations and exclusive of the costs of loading and unloading, transport and insurance.

Paragraph 7:

Unless otherwise agreed upon in writing, delivery of items shall be ex warehouse, whereby the items are deemed to have been delivered by the Vendor and accepted by the Client as soon as the items are offered to the Client and/or as soon as the items are loaded in or on the means of transport.

Paragraph 8:

Unless otherwise agreed upon in writing, transport shall take place at the risk and expense of the Client, even if the carrier has expressly stipulated that all transport documents must state that all damage caused by the transport are at the expense and risk of the sender.

Paragraph 9:

If the Vendor supplies the Client with samples, the Client must return the samples to the Vendor undamaged and in the original packaging postage paid within fourteen days of receiving them.

Paragraph 10:

If the Vendor displays or provides a model, sample or example, this is done only as an indi-

cation: the characteristics of the items to be delivered may differ from the sample, model or example. The provisions in Article 7 shall apply mutatis mutandis.

Article 7 Complaints.

Paragraph 1:

Complaints with regard to visible defects must be submitted in writing within two days of delivery, beyond which the Vendor is not liable for any form of compensation.

Paragraph 2:

Complaints with regard to defects not visible externally must be submitted in writing within two days of observation with a maximum of two weeks after delivery of the goods, which period is to be the expiry date.

Paragraph 3:

Complaints with regard to the amount of the invoices sent by the Vendor must be submitted in writing within eight days of the invoice date, which period is to be the expiry date.

Paragraph 4:

Inferior goods acknowledged as such by the Vendor shall either be replaced or the purchase price shall be credited to the exclusion of any other means of (additional) compensation for damages.

Paragraph 5:

Returns are permitted only after written approval by the Vendor and at the expense and risk of the client and shall never imply any admission of liability by the Vendor.

Article 8 Retention of Title.

Paragraph 1:

The Vendor retains the title of all goods it delivers to the Client until the purchase price for all of these goods is paid in full.

Paragraph 2:

If in the framework of the agreement with the Client the Vendor performs work for the Client that is to be paid by the Client, the retention of title also applies until the Client has also paid this claim in full.

Paragraph 3:

The retention of title also applies with regard to receivables due to the Vendor by the Client because of a failure by the Client to fulfil one or more of its obligations to the Vendor.

Paragraph 4:

As long as the title of the goods delivered has not been transferred to the Client, the Client may not pledge the goods or give any right to a third party other than in the ordinary course of business operations, in which case the Client is required to negotiate a retention of title on the basis of the provisions of the article in the case of credit sales to its customers.

Paragraph 5:

The Client agrees not to assign or pledge to third parties any receivables due to Client by its customers and also agrees to pledge such receivables, as soon as the Vendor has expressed the desire, in the manner indicated in article 3: 239 of the Dutch Civil Code as additional security for the Vendor's claims of whatever nature against the Client.

Paragraph 6:

If the Client has good reason to fear it will not be able to fulfil its payment obligations to the Vendor, the Vendor is entitled to take back the delivered goods under retention of title. Once the goods have been returned the Client will be credited the market value, which in no event shall exceed the original purchase price less the costs involved in their return.

Article 9 Payment.

Paragraph 1:

Unless otherwise agreed upon in writing and without prejudice to the provisions of the following paragraph, payments to the Vendor must be made within 14 days of the invoice date, which shall be considered a firm date.

Paragraph 1.1:

An agreement enters into force on the day that the following conditions are met:

- 1- the confirmation of the order, completed and signed, has been received by the Vendor;
- 2- the deposit of 50% of the agreed upon invoice amount has been received.

Paragraph 2:

Unless specifically otherwise agreed upon, all payments by the Client, however made, are applied in the first place to reduce the costs, then to reduce the interest due and finally to reduce the principal amount of the unpaid invoices.

Paragraph 3:

Setoff or other forms of settlement are never permitted without an explicit written agreement.

Paragraph 4:

The Vendor is at all times entitled, before delivery or before proceeding with delivery, to request sufficient, in its opinion, advance payment or assurance of payment for payment obligations by the Client, in which case the Vendor shall be entitled to suspend further deliveries if the Client does not meet this request, even if a fixed delivery time has been agreed upon, without prejudice to the Vendor's right to claim damages for delay or non-performance of the agreement.

Paragraph 5:

If the Client does not pay within the agreed upon period, the Client is in default ipso jure and the Vendor is entitled, without any notice, to charge interest from the due date of the unpaid invoice or invoices in the amount of 2% above the legal interest with a minimum interest rate of 12% per annum on the invoiced amount.

Paragraph 6:

All extrajudicial collection costs made by the Vendor shall be borne by Client. Paragraph 7: If the Client is in default, from that moment all receivables due to the Vendor by the Client become immediately payable.

Article 10 Liability.

Paragraph 1:

Other than in the case of gross negligence or malign intent by the Vendor, the Vendor is not liable for costs, damages or interests that arise as a result of actions or negligence by the Vendor or the Vendor's subordinates or by persons employed by the Vendor in the performance of the contract.

Paragraph 2:

Each liability of the Vendor for loss of profits or other indirect damage is specifically excluded.

Article 11 Design, Models, etc.

Paragraph 1:

All drawings, sketches, mock-ups, samples, models, tools and such that are used by the Vendor also remain the Vendor's intellectual or physical property even if they are consigned to the Client, and may therefore not be used for any purpose other than implementation of the agreement between the Vendor and the Client unless the Vendor has given prior written consent.

Paragraph 2:

The Client shall indemnify the Vendor against claims by third parties, with regard to the goods referred to in the preceding paragraph from the Client, on intellectual property rights.

Article 12 Applicable Law.

Paragraph 1:

Dutch law is applicable to all agreements to which these Conditions apply in whole or in part.

Paragraph 2:

Unless otherwise explicitly agreed upon in writing, all legal claims to which these General Conditions may lead the Client expire within one year of the delivery date.

Article 13 Amendment, Interpretation and Location of the Conditions

Paragraph 1:

These Conditions have been deposited with the Chamber of Commerce in Amsterdam.

Paragraph 2:

In the case of the interpretation of the content and import of the General Conditions, the Dutch text shall always prevail.

Paragraph 3:

The version last deposited or the version that was valid at the time of the entering into force of the agreement shall always be applicable.