

## GENERAL SALES CONDITIONS OF THE S.A. TURBEL

### **Article 1: Definitions**

The Client is the one who places the order while the service provider (hereafter the Provider), the S.A. TURBEL, is the one who agrees to execute it.

### **Article 2: General provisions**

The present general conditions and business practices are valid and exclusively applicable for all quotes, tasks, agreements, and supplies of the Provider. They cancel and replace those of the Client and can be waived only with the agreement of the Provider.

The receipt of the material or the placing of an order by the Client entails its irrevocable acceptance of these conditions as well as the additional ones appearing on the purchase form and considered here integrally reproduced.

### **Article 3: Order – modification – cancellation**

3.1. The orders sent by the service Provider's agents only commit it after its own confirmation.

3.2. Any modification of the original order only takes effect after the written approval of the Provider. This modification can only be accepted if the manufacture has not been partially or totally committed.

In case of corrections to be made, indicated by the Client, the Provider cannot be held responsible in any way for spelling errors or non-indicated linguistic and grammar errors.

Any modification of the original order in whatsoever way (in the text, in the handling or placement of the illustrations, in the formats, in the printing or binding work, etc.) made in writing or in any other way, by or in the Client's name, will be invoiced as a supplement and will extend the execution period. This also applies to the shutdown time for machines while waiting for the "ready for press" document.

Modifications transmitted verbally, in particular by telephone, will be executed at the Client's risks and perils.

3.3. No total or partial cancellation of confirmed order can be accepted unless the Provider agrees. In this case, the Provider reserves the right to charge 30% of the amount of the canceled order, as compensation for the loss and the costs incurred by the cancellation.

### **Article 4: Ready for press copy**

The transmission by the Client of a duly dated and signed "ready for press" document discharges the Provider of any responsibility concerning errors or omissions which may be observed during or after the printing. The "ready for press" document remains the property of the Provider and will act as proof in the case of a dispute.

### **Article 5: Price – payment – complaint**

5.1. Unless otherwise specified, the Provider's prices are based on the current amounts, at the time of express confirmation of the order, of the purchase price of raw materials, production and energy costs, salaries, salary costs, public charges, freight, insurance premiums and other costs. Should these costs change beyond the Provider's control, the Provider reserves the right to adjust prices accordingly. These changes are binding on the Client without the Client being able to terminate the contract. In this case, Turbel will notify the Client of the price adjustment at the latest 20 days prior to delivery of the order.

When the salaries and/or prices of raw material increase, the prices of offers are reviewed in accordance with the Febelgra indexation formula, which will be sent to the Client on first request.

For all the works made with adhesives, the prices mentioned on the offers of the Provider are only for information and under the most express reserve of the reception of the final support on which the adhesive will have to be affixed.

5.2. Unless otherwise specified, all invoices are paid without discount and in full, at the time of delivery and at the head office of the Provider or by the financial institution mentioned on its documents. The term of payment agreed between the parties may not exceed 60 days from the date of receipt of the goods or services by the Provider.

The incomplete supply of an order cannot in any case justify the refusal of payment by the buyer of the delivered goods. The Client is also aware that production may not match with the exact ordered quantity. The difference can indeed reach more or less 10%. The Client irrevocably waives to invoke this difference to challenge the invoice issued by the Provider.

Any unpaid amount at the due date will incur, without formal notice, a 0.7% monthly interest charge until the day of payment as well as an allowance of 10% with a minimum of € 200 as an irreducible and contractual penalty clause, without prejudice to any other damages that may be due by the Client.

The issue of a bill of exchange or a check shall not serve as a novation or exemption from the present conditions.

5.3. Any dispute or claim, to be admissible, must reach the Provider by registered letter sent to the post office within eight days of the invoice date.

In case of delay in the fulfilment of its obligations, the Provider will be liable, after formal notice sent by the Client by registered letter, for compensation of € 15 per day late with a maximum of 15% of the total billing amount.

### **Article 6: Copyright – mention of the Provider's name**

6.1. When the Provider, under whatsoever circumstances, performs a job involving creative activity in the sense of the legislation on intellectual rights, the rights arising from this creation and notably the right of reproduction remain acquired by the Provider and are only transferred to the Client subject to a written contract to this effect.

On the basis of the abovementioned provisions, the Provider who is the creator of a computerized system

of data, images, a graphic tool, matrix, etc. benefits in the copyright area from the protection arising from the regulations on intellectual rights.

The written contract on the transfer of copyright and notably the right of reproduction must be explicit: it cannot result either from the fact that the creative activity was stipulated in the order or from the fact that it forms the subject of special remuneration or finally because ownership of the support medium or copyright digital data was transferred to the Client.

Except where there is a special exclusivity contract, the Provider can reuse an artistic creation produced by its services.

6.2. The placement of an order relating to the reproduction of any element which, supplied by the Client, benefits from the protection of the provisions of the legislation on intellectual rights implies the assertion of the existence of a right of reproduction to its benefit by the Client. It therefore lawfully guarantees the Provider against any challenge which may be faced by this right of reproduction. Each challenge relating to the rights of reproduction suspends execution of the work.

In this context, in the case where placing an order would imply the provision by the Client of digital media incorporating software and sets of fonts, the latter shall guarantee the Provider, notably on the origin of the acquisition of the software and sets of fonts and more generally against any challenge relating to use of this software. The Provider is not responsible for violations of reproduction rights held by third parties, provided that it executed its reproduction work in good faith. Only the Client is responsible.

6.3. The Client cannot oppose the mention of the Provider's name, even if the work already mentions the name of a publisher or intermediary, an advertising agent, or others.

### **Article 7: Ownership of the elements of production**

The manufacturing components needed to bring the work to a successful conclusion remain the property of the Provider who created them. However, on the one hand, ownership of these elements (e.g. pictures, films, diskettes, every type of support for digital files, etc.) can be transferred to the Client at any time by explicit agreement, subject to the provisions of Article 7. And on the other hand, when these manufacturing elements present themselves in a form whose exploitation by the Client would make it possible to create new works that notably lead to the creation of reproduction rights, the Provider reserves the exclusivity of the production tool that it has created except where there is an explicit agreement stipulating the procedures for the user's intervention.

### **Article 8: Confidentiality**

Unless it has been authorized in advance by the other party in writing, each of the parties undertakes not to disclose or communicate, not allow the disclosure or communication, or directly or indirectly use the data, information, applications, methods, and confidential know-how as well as any document of whatsoever nature which it learnt about during its assignment.

The confidentiality obligations set out in this contract persist as long as the information in question retains its confidential nature, including beyond the date of the end of the contract between parties.

### **Article 9: Liability – force majeure – guarantee**

9.1. All goods of the Provider travel at the risk of the Client, even though the freight costs would have been set free. It is the Client's responsibility to check whether the quality and quantity match with its order and, if not, to mention it on the delivery note. Failing that, its order will be deemed to have been approved and any subsequent complaint will be considered as inadmissible.

The Provider incurs no responsibility for delay in the delivery or total or partial non-fulfilment of the orders or contracts in the following cases:

- a) In the event that the stipulated payment terms on the order confirmation have not been respected by the Client;
- b) If all information necessary for the fulfilment of the order would have not reached the Provider in due time;
- c) If the delay or non-fulfilment of the order results from a case of force majeure of any kind, because of the fait du prince, strike, accident, fire, natural disaster, civil or foreign war, riot, the impossibility of obtaining supplies or delays from the Provider's own suppliers, strike, lockout, breakage of machinery, computer viruses or bugs, or any other cause beyond the control of the Provider.

9.2. The guarantees granted by the Provider are exclusively those given to it by its factories and suppliers and whose customer accepts the limits and conditions.

In case of defects in material or workmanship, the liability of the Provider is expressly limited to the repair or replacement of the defective material.

In case of error or poor finish the Provider's liability is limited to the retrieval of the non-compliant copies which will be deducted from the price of the supplementary copies.

In any case the Provider cannot be held liable for direct or indirect losses, such as loss of earnings, except in case of malicious damage or professional negligence on the part of the Provider, its personnel, or its subcontractors. If so, the Provider's liability is limited to the amount of the contract, i.e., the amount that the Client would have paid if the Provider had completed the job in accordance with what was contractually expected.

### **Article 10: Storage of ordered products**

The customer is required to request or recover itself the products, ordered by it and remaining stored at the Provider's place, within 4 months of the date of their production. After this period or, notwithstanding this deadline, if the Client presents apparent financial difficulties, the Provider reserves the right to immediately invoice the ordered products.

### **Article 11: Retention of title clause**

The delivered material remains the exclusive property of the Provider until full payment of the price. In case of overdue payment, the Provider reserves the right to take back the delivered goods until it is fully paid. To this end, the Client gives the Provider a formal and irrevocable mandate to act.

**Article 12: Products and material specificities**

The Client expressly acknowledges having read all the skills and performances of the product and the material and has made its choice according to the specific uses for which it is intended and also, this list being not exhaustive, to factors such as the nature surfaces to be assembled, service life, temperature and humidity conditions, exposure to light and chemical radiation, storage, processing or other requirements so that it assumes all risks relating to these uses. The present clause is also applicable for the supply of labels.

The Client declares to know the specifications, the technical possibilities of the equipment being sold and to have surrounded itself with all the necessary precautions for its choice. The Client is solely responsible for the adequacy of the goods it has ordered with the purpose and specific needs for which it is intended.

**Article 13: Processing of personal data**

The Client's data are processed by the service Provider, in particular for the following purposes: the execution of orders (processing necessary for the performance of the contract), Client management (processing necessary for the performance of the contract and compliance with legal obligations), marketing activities to inform and promote the products of the Provider (legitimate interest pursued by the controller to promote its commercial activities to the Client).

The Client who does not wish to be solicited by the Provider in the context of direct marketing actions may, at any time and by addressing the Provider, oppose the Processing.

The Client may request the service Provider the access to his personal data, the rectification of those that would be inaccurate, incomplete or irrelevant, the limitation of processing or the erasure of those data in the conditions as stated by the General Data Protection Regulation ("GDPR"). The Client also has a right to the data portability throughout the duration of data processing by the Provider.

The Client also has the right to file a complaint with the competent supervisory authority.

**Article 14: Encroachment of the validity - non-renunciation**

The nullity or invalidity of one provision of the present conditions will not affect the validity of the other provisions. If any provision is null or invalid, such provision shall be replaced, as far as possible, by a valid provision that is as close as possible to the original purpose of the parties.

The non-exercise of one or more provisions of the present conditions on the part of the Provider cannot be considered as a waiver of its use or as a limitation of its rights or obligations.

**Article 15: Applicable law and litigation**

In case of dispute, only the Courts of the judicial district of the Provider's head office, ruling according to Belgian law, will be competent.