



General delivery and payment conditions

From:

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The Netherlands

Unless stated otherwise below, all of our deliveries are subject to the general delivery and payment conditions of FUJIFILM Netherlands BV, as deposited with the Chamber of Commerce East Netherlands Apeldoorn, under number 24/2003. These conditions can be consulted at FUJIFILM Netherlands BV Lochem and shall be provided free of charge upon request.

Article 1. APPLICABILITY

Unless agreed otherwise, these conditions shall apply to all offers, sales agreements and the delivery of all goods and services, provided by the seller in the commercial setting. The buyer shall accept the applicability of these conditions by the simple fact of the contract. General or specific Purchase conditions applied by the buyer shall not be accepted by the seller and furthermore shall not apply to the offers, agreements and deliveries covered by these conditions unless and after the relevant purchase conditions have been declared by the seller (and, if this is a legal person, by a director thereof), in writing, to be applicable to any specific transaction. The acceptance of the applicability of any Purchase conditions shall in no way lead to the Purchase conditions becoming applicable to any other transactions between the buyer and seller.

If and insofar as an offer and/or agreement between buyer and seller contains provisions that deviate from the offers and/or agreements governed by these conditions, without the applicability of these conditions being explicitly excluded, the other provisions of these conditions shall remain in full force.

Article 2. QUOTES, RECOMMENDATIONS AND ORDERS

All quotes are provided without obligation, with the understanding that the seller is bound by the net prices stated in written quotes for a period of 14 days, counting from the date of sending of the relevant quote, unless specifically indicated otherwise. All prices are net cash, without discount and excluding the applicable taxes at the moment of delivery. If an order is placed without an explicit agreement on price, this shall be processed with the price that applies at the moment of ordering irrespective of any previously made quotes or prices offered. For every agreed quantity, there is a permitted tolerance of 10%, with the understanding that the buyer is obliged to receive and pay for 10% more or less, with a minimum of 1 kg or 1 litre. The seller is entitled to refuse orders if he is not bound by a corresponding quote. In this case, he must communicate this with the buyer within 5 working days, counting from the date of receiving the order.

Article 3. PRICES

The prices given in the price list are up-to-date at the moment of publication.
These prices are given in euros, exclusive of VAT.

Article 4. DELIVERY

The seller shall fulfil his delivery obligations by delivering the goods at the agreed time to the buyer. The report from the organisation that has provided transport shall provide evidence of an attempt to deliver if the buyer refuses to take receipt of the goods, in which case the costs of the return transport, storage and any other necessary expenditure shall be recuperated from the buyer. An attempt to deliver shall equate to actual delivery. In the event of a refusal to take receipt of the goods, the seller shall store the goods for 30 days after

the delivery attempt. He shall notify the buyer in writing that these goods can be collected against cash payment. Once this period has expired, the seller is entitled to sell the goods to a third party or otherwise dispose of them. If delivery on request has been agreed but without a time limit, the time limit shall be four months, from the day on which the sales agreement was concluded. Once this period, or the agreed period, has expired, the seller is entitled to demand payment for the on-request goods that have been sold, without consideration of any credit term.

In general, with a transporter; Orders with an invoice value above € 200 excluding VAT will be delivered postage-paid. For orders with a value below € 200 excluding VAT, there will be a surcharge of € 20 as a contribution towards processing, packing and transport costs. The exception to this is plate materials. For this, there is a postage-paid invoice value of € 500 excluding VAT and a surcharge of € 50. Costs for special shipping methods, such as courier, shall be invoiced to the customer.

Article 5. DELIVERY COMPLAINTS

A shipment with visible damage or shortages must be refused, or accepted but with a note of the issue that is also signed by the transporter on every copy of the consignment note. You must also inform us of the problem immediately. Other appeals must be submitted within 14 days of the goods being delivered, in order to be processed.

Article 6. DELAYED DELIVERY

Delayed deliveries, within reasonable limits, shall offer no entitlement to compensation for damages or cancellation of the contract. If the contract nevertheless stipulates that the delivery must take place at a specific time, and the buyer has notified the seller in writing that this period may not, under any circumstance, be exceeded, the buyer is entitled, once the agreed period has expired and the delivery has not taken place, to cancel the purchase agreement without legal intervention, and without prejudice to the buyer's right to compensation unless there is a case of force majeure on the side of the seller. He must notify the seller of this in writing. Agreed delivery dates are target dates unless specifically agreed otherwise.

Article 7. FORCE MAJEURE

Force majeure is considered to include all circumstances that could not have been foreseen by the seller at the time of concluding the contract and as a result of which the usual execution of the contract cannot reasonably be expected by the buyer, and includes: epidemic or pandemic, war or the risk of war, irrespective of whether the Netherlands is directly or indirectly involved therein, full or partial mobilisation, a state of siege, unrest, sabotage, flooding, fire or other obliteration of factories or warehouses, and staff lock-outs, as well as suppliers or producers which, for whatever reasons, are unable to entirely or partially fulfil their obligations with respect to the seller. In case of a force majeure event, the seller is entitled to cancel the contract without being bound to the payment of compensation for damages.

Article 8. PREPAYMENT/SECURITY

The seller remains, at all times, entitled to demand prepayment or the provision of security by the buyer prior to delivery or ongoing deliveries. If the buyer fails to provide the prepayment or security, any obligation to deliver that lies with the seller shall expire without prejudice to the seller's right to claim compensation for all damages, costs and interest from the buyer.

Article 9. RETENTION OF TITLE

All delivered goods remain the exclusive property of the seller until the moment at which all debts arising from this or other supplies provided by the seller to the buyer are cleared, in full.

The goods can be immediately recovered by the seller if the buyer fails to fulfil his obligations or gives the seller reason to suspect that he shall not fulfil these. The shipping costs corresponding to this recovery shall be invoiced to the buyer. In the event of the seller recovering goods, these goods shall be credited on the basis of the value of the goods at the point of recovery. The retention of title set forth in this article shall not alter the fact that the risk in terms of use and storage of the supplied goods, in the broadest sense of the words, transfers to the buyer at the moment of delivery.

Article 10. PACKAGING

The prices of all our products include packaging materials.

Article 11. INTELLECTUAL PROPERTY RIGHTS

The seller shall retain the right to equip the goods with his own name and factory label. The buyer accepts that the intellectual property rights (author's rights, patent rights, brand rights, trading name, etc.) with respect to the goods purchased from the seller, or with respect to the information made available by the seller, such as technical data sheets, advertising materials, etc. shall remain with the seller, or with one of the companies within the group to which the seller belongs. The buyer shall respect these rights and is bound to comply with any instructions issued by the seller.

If the buyer establishes that the intellectual property rights as set forth in this article have been violated by a third party, the buyer must notify the seller immediately. The buyer is not permitted to use any of the seller's brands or other distinguishing features as (part of) an internet domain name or alpha-numeric telephone number. The buyer consents to the seller storing and using all of the (sales) information provided by the buyer within a database. All rights to this database are retained by the seller.

Article 12. PROOFS

Before you start a full production run, you are advised to create a few proofs to ensure that the ink and materials fulfil your requirements.

Article 13. COLOUR MIXING

In order to create the colours in your example, PANTONE® colours, or colours from other systems, and/or colours with specific requirements, such as a specific gloss level, higher coverage or improved rub/scratch resistance, mixing costs shall be invoiced, irrespective of the quantities.

Article 14. COMPLAINTS

1. Any complaints shall not suspend the buyer's payment obligations and must be submitted to the seller in writing within the periods set out in this paragraph.
2. Complaints shall not be accepted if the buyer has started processing or supplying the goods even though the goods are defective and the buyer should reasonably have been expected to identify this issue. Complaints shall not be permitted on the grounds of technically unavoidable deficiencies in colours or properties.

3. Complaints regarding shortages, sizes, weights, quantities or the packaging and the calculated price may only be made within 14 days of the goods being delivered.
4. Complaints about the quality of the goods supplied may only be submitted within 14 days of the buyer identifying a defect with the goods, and never later than six months after the delivery date. If the packaging shows a shorter best-before date, the complaint must be submitted within this period.
5. Any defects in supplied ink products can only be proven by the buyer, with the exclusion of all other evidence, by the provision of a report from the most appropriate TNO department whereby the costs of the report shall be for the account of the party deemed to be at fault. There are no other binding evidence regulations for other products.
6. Any defects in supplied printing inks may be demonstrated by the buyer by any means, with the understanding that a defect shall be exclusively regarded as a failure to fulfil the specification(s) detailed by the seller for the product concerned.
7. The seller's obligation to pay compensation for defects in supplied goods, for documentation, processing and other advice, guidance and inspection, shall never exceed the invoiced amount for the supplied goods with respect to which a defect has been proven. The seller shall in no instance be liable for any subsequent damage of whatever nature.
8. The burden of proof lies with the buyer with regard to demonstrating that the goods which are defective are, in fact, the goods supplied by the seller.
9. The seller shall not be liable for any damage that arises from the execution of the contract unless the corresponding damage is the consequence of an intentional act or deliberate recklessness on the seller's part. In all cases, the seller's liability shall be limited to the amount that can be claimed from the corresponding insurance company. If, for whatever reason, the insurance company does not pay out, the seller's liability shall be limited to a maximum of the invoiced amount for the relevant work, and this shall at all times be limited to a maximum of € 2,500.

Article 15. PAYMENTS

1. The buyer, in the absence of any other provision, must pay invoices within 30 days of the invoice date without any deductions. There may be no offsetting of amounts against claims on the seller.
2. If the invoice amount explicitly includes a late payment surcharge, this is regarded as part of the invoice amount and may only be deducted if the invoice is paid within 30 days of the invoice.
3. If the buyer fails to pay the invoice amount on time, he shall owe the seller interest of 1.25% of the invoice amount for every month or part thereof which exceeds the payment term. If, at any moment, the statutory interest rate ex article 6: 119 a. of the Dutch Civil Code exceeds the interest that is owed pursuant to the interest clause in this article, the seller may invoke the interest pursuant to article 6: 119 a. of the Dutch Civil Code, whereby the interest rate shall be calculated as per the method set out in the corresponding article.
4. Only payments that are made in the manner set out by the seller shall be valid. The seller is free to offset payments against outstanding costs, any outstanding interest and the oldest outstanding invoices even if the buyer has indicated that the payment should be offset against a specific invoice or the amount appears to be intended to cover a specific invoice.
5. If the buyer is in default because the payment term has expired, the seller may take legal action to recover the corresponding amount, without having to provide further payment reminders. The seller retains the right to cancel all contracts concluded with the buyer if the buyer fails to fulfil the obligations arising from a contract, if the buyer is granted a suspension of payments, or if the buyer is declared bankrupt.

6. Aside from the amount owed, the seller is also entitled to recover all costs caused as a result of the buyer's failure to pay, including both judicial and extrajudicial collection costs.

7. Extrajudicial collection costs shall be owed by the buyer in all cases in which the seller has engaged a third party in order to effect the collection. These amount to 12% of the owed amount, i.e. the invoice amount multiplied by the accrued interest according to paragraph 3 of this article, with a minimum of € 11.50. If the buyer pays the principal amount with the accrued interest and the extrajudicial collection costs within 14 days of receiving the written demand for payment from the third party, which the seller has engaged to recover the debt, the extrajudicial collection costs shall amount to 5% of the amount owed, i.e. the invoice amount, multiplied by the accrued interest according to paragraph 3 of this article, with a minimum of € 11.50.

8. The seller is not under an obligation to demonstrate that its expenditure on extrajudicial collection charges has fallen due. If the seller requests the bankruptcy of the buyer, the latter shall be regarded as outside the owed amount and the corresponding judicial and/or extrajudicial costs, as well as the costs of requesting bankruptcy shall be owed.

Article 16. DISPUTES

Unless the parties have subjected their disputes to arbitration, all disputes (including interim injunction proceedings and requests for attachment orders) which may arise between the parties in connection with these Uniform conditions of delivery and payment or in connection with later agreements, will only be adjudicated by the district court in whose area of jurisdiction the seller is established, in so far as the dispute is within the competence of the district court and the law has not declared another court competent by mandatory rules of law. All disputes shall be settled according to Dutch law.