

## **STANDARD TERMS AND CONDITIONS OF SALE**

*Please note, this document is intended as a guide to interpretation of the original French document, it is correct to the best of our knowledge and belief. The French document is the correct legal document and any errors in interpretation or translation into English are unintentional. It is the Buyer's responsibility to ensure they understand the original French language document and no reliance should be placed upon the English translation that is provided here as a guide.*

### **Section 1 - General**

These Conditions of Sale shall apply to the supply of all Printing Services provided by the Seller and may be modified only by the express written consent of the Seller.

In these Terms and Conditions, the terms below have the following meanings:

**"Seller"**: the company indicated on the Order, a subsidiary of the JADE Group which comprises all companies in which JADE SAS holds, either directly or indirectly, at least 50% of capital or voting rights.

**"Buyer"**: the person or legal entity issuing an Order to the Seller for the production of Printing Services.

**"Printing Services"**: any work related to the printing of the Goods including, but not limited to, the work of prepress, sheet-fed or web-offset printing, finishing work and personalization, binding, despatch and delivery, including where appropriate the documents and services associated with the sale of the Goods.

**"Goods"**: all printed matter, catalogues, magazines, brochures, posters, booklets, covers, leaflets, pamphlets, etc.

**"Specifications"**: all technical specifications and/or any descriptions of the Goods to be supplied or services performed, and specified on the Order.

**"Order"**: any written agreement (fax, letter, email) from the Seller declaring confirmation of acceptance of the Order placed by the Buyer for supply of the Goods, and made up of Contract Documents defined in Section 2 below.

### **Section 2 – Contract Documents**

The Order is defined, where necessary in accordance with the following, in order of importance:

- 1) the Order and specific conditions defined by written agreement, the contract between the Seller and the Buyer where applicable, the specifications and the documents to which reference is made in the Order, the Seller's quotation, which will be considered mutually binding when approved in writing by the Buyer and accepted by Seller;
- 2) these Terms and Conditions of Sale;
- 3) the request for quotation;
- 4) the trade practices of the Federation of Printing and Graphic Communication, France.

The placing of an Order implies the waiver by the Buyer of his or her general conditions of purchase and the adoption of these Conditions of Sale. If different standard or special conditions are included in the documents provided by the Buyer, then said standard conditions will be superseded in their entirety by the Conditions of the Seller and shall not be applicable to the Order. Any changes must be defined by an amendment to the Order.

### **Section 3 – Production Elements**

All Production Elements for example, printing plates, films, disks, all types of digitised data transfer media, etc. needed to complete the Goods shall remain the property of the entity that creates them.

### **Section 4 - Outsourcing**

The Seller may freely subcontract all or part of the execution of Printing Services.

In the event of any subcontracting the Seller will remain responsible to the Buyer for the proper performance of Printing Services and will be responsible for paying its subcontractors.

### **Section 5 - Confidentiality**

The Seller and Buyer agree to keep the existence, nature and conditions of the Order confidential for the duration of their relationship and beyond.

After the completion of the Order, the Seller will return, at the Buyer's request and expense, all documents which have been delivered to the Seller by the Buyer.

### **Section 6 - Schedule**

The delivery dates of the Production Elements necessary to carry out Printing Services, commencement of production, delivery and any important intermediate dates are specified in the Order.

Delivery dates that are not expressly stated as imperatives are approximate. Their non-compliance does not permit refusal of delivery or non-payment of the Seller's invoices.

The Seller will notify the Buyer of any likely delay the execution of the Order as soon as they become aware.

Any delay by the Buyer (missed deadlines in the delivery of artwork, etc.) at any stage of the Order is likely to incur additional costs which are the responsibility of the Buyer and any subsequent delay in delivery shall not be the responsibility of the Seller. As a result of delay, additional costs may be payable by the Buyer upon production of proof by the Seller to the Buyer. These additional costs relate to logistics and additional machinery used to meet the schedule and any machine standing time are calculated using the formula below:

Run-on price per thousand of the Goods multiplied by the number of hours standing multiplied by the number of idle machines multiplied by the average production speed of the Goods (e.g. 7 for an average production speed of 7,000 copies per hour).

Should the Buyer's delay in delivery of Production Elements be such that the Seller no longer has sufficient time to carry out the Order, the Seller shall use its best efforts to find an alternative solution including recourse to subcontracting. In the case where an alternative solution is impossible or of the refusal to agree to additional costs by the Buyer, the Seller shall be released from its obligation to fulfill the Printing Services and the Buyer shall pay to the Seller the whole value of the Printing Services originally agreed.

### **Section 7 - Prices - Invoicing – Payment Terms - Guarantees**

#### **7.1 - Prices**

Prices, deadlines and payment conditions are specified on the Order. Prices exclude VAT, the Buyer agrees to pay the amount plus all applicable taxes. Prices are for Printing Services performed under normal operating conditions. The Buyer shall bear all

costs related to the delivery of the Goods, in accordance with, where applicable, the Incoterms (the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made) below, including without limitation, the costs of packaging and transport, customs duties and any other applicable taxes and/or any other rights of any nature whatsoever.

#### 7.2 – Invoicing and payment terms

Invoices will be sent to the address specified on the Order and indicate the Order number and any other references. Invoices shall be paid sixty (60) days from the date of the invoice, by bank transfer or cheque to the bank account indicated by the Seller in the currency agreed, unless otherwise specified on the invoice or on the contract in effect at the date of acceptance of the Order by the Seller.

In the case of early settlement, a discount of 0.25% will be allowed for each indivisible period of thirty (30) days remaining before the payment due date.

In the event of a delay in payment or of missing an agreed deadline for payment, all amounts owed by the Buyer to the Seller become due immediately without the need of formal written notice or any other formality. Any amounts not paid when due will incur late payment charges equal to the current European Central Bank base rate plus ten (10) percentage points.

#### 7.3 - Guarantees

The Seller is entitled to demand from the Buyer such guarantees in support of subsequent payment as it may require or, where this is not possible, to demand payment of cash with order. Failure by the Buyer to meet such demands entitles the Seller to refuse to carry out the Printing Services and no penalty may be claimed from the Seller by the Buyer.

In the event of deterioration of the Buyer's credit insurance cover obtained by the Seller, the Seller reserves the right, even after partial shipment of an Order, to require from the Buyer such further guarantees as may be necessary to fulfil the Buyer's obligations of payment to the Seller. Failure by the Buyer to meet such demands will entitle the Seller to refuse to carry out further Printing Services and no penalty may be claimed from the Seller by the Buyer.

#### 7.4 – Retention

Until full payment has been received by the Seller, all raw materials, paper, Production Elements, packaging, Goods or services with which it was supplied by the Buyer and/or Goods and services made following the execution of an Order remain the property of the Seller. Any risks are borne by the Buyer. Deposits may be retained to cover potential losses on resale.

### Section 8 - Risks and Responsibilities

#### 8.1 - Transfer of ownership and risk

Ownership of the Goods passes from the Seller to the Buyer only when the Seller receives payment of all amounts owing by the Buyer in any capacity whatsoever.

These provisions do not absolve the Buyer from the risks of loss or damage, as below. The Goods must be removed by the Buyer as soon as they become available. Until the Goods are removed, they remain with the Seller the Buyer's risk. Production Elements of all kinds (including paper) delivered to the Seller by the Buyer for production are not guaranteed against any risks except that of gross negligence by the Seller.

#### 8.2 - Storage

All Goods and Production Elements belonging to the Buyer should be retrieved after payment of the Order for which they were used.

Unless otherwise agreed, the Seller may charge the Buyer the cost of storage of the Goods and other costs incurred by the Seller once the agreed delivery date has passed. These costs are determined based upon the average rental price per square metre of warehouse space in the area where the Seller is located.

Beginning from a period of one (1) month after the availability of finished or semi-finished Goods, failing recovery of said Goods by the Buyer for any reason whatsoever, a month after a formal written notice sent by recorded delivery, the Seller may destroy (by pulping) finished or semi-finished Goods at the Buyer's expense and charge the Buyer the price paid. Regarding Production Elements belonging to the Buyer such as films, digital data, files etc. these will be returned by the Seller to the Buyer upon request, after payment. The Seller is not required to keep these Elements beyond one (1) month after the manufacture of the Goods and/or payment. After this period these Production Elements are deemed destroyed.

#### 8.3 - Delivery

##### 8.3.1 Transport ordered or carried out by the Buyer

Where the Goods are sold "ex works" the Seller has no responsibility for loading, transport, unloading and delivery. The Buyer will reimburse the Seller any amount that he would have to pay under Law No. 69 of 98 February 6, 1998, known as the "Gaysot Act".

##### 8.3.2 Transport ordered or carried out by the Seller

Where the Seller undertakes to ensure the delivery of the Goods, provided that this service is performed by the Seller himself or by a professional haulier, the applicable practice will be that of Article L.133.1 of the Commercial Code and this limits liability under Article 21 of the road haulage model contract reproduced below:

*"The haulier is required to pay compensation for the repair of any damage for which he is justified legally responsible for the total or partial loss or damage of the Goods. For shipments of less than three tonne, the sum may not exceed €23 per kilogram of gross weight of missing or damaged Goods for each of the items in the shipment and may not exceed €750 per package lost, incomplete or damaged, whether by weight, volume, dimensions, nature or value. Similarly, for shipments equal to or in excess of three tonne, the sum may not exceed €14 per kilogram of gross weight of missing or damaged Goods for each of the items in the shipment and may not exceed a sum greater than the Goods of the gross weight of the packages in tonne multiplied by 2300. The Buyer always has the option of making a declared value which has the effect of substituting the amount of this calculation of the maximum compensation fixed in either of the two paragraphs above."*

If the Buyer declares a value in accordance with the above, then additional costs charged by the haulier will be invoiced. Delivery dates are listed as accurately as possible, but are dependent upon the availability of supply of raw materials and taking into account the timing of the Buyer's obligations. Failure to meet the delivery date shall not allow the Buyer any damages, interest, restraint or cancellation of the Order in progress.

The Seller may make deliveries in full or in part.

### Section 9 – Receipt of Delivery

The Buyer has a mandatory period of eight (8) days from the date of first delivery to notify any complaint in writing by recorded

delivery regarding non-conformity of the Goods compared to the Order specifications. If the Buyer fails to take delivery of the Goods, the eight-day period starts from the date of the invitation to take delivery of the Goods and, failing that, from the date of invoice. In the absence of any such complaint, the Buyer shall be deemed to have accepted the good quality and conformity of the Goods. Any defect found in a limited quantity of the Goods may not be considered grounds for rejection of the total quantities that have been ordered. Subject to the limitations of warranties established below, in the case of defective Goods for which the Seller is responsible, the Seller will grant a discount to the Buyer following negotiations in good faith between the parties, provided that the Buyer can unilaterally make a deduction on the Seller's invoices.

## **Section 10 - Warranties**

### **10.1 – Warranty terms**

If the Goods delivered by the Seller have a defect that renders them unsuitable for the purpose for which they are intended, then the Seller may, at its sole discretion and within a reasonable time:

- either issue a credit on the invoice for the Goods based upon the number it has found to be defective;
- or reprint the defective quantity of the Goods it has found to be defective, the cost of the necessary paper is to be borne by the Seller if he had supplied the paper in the original Order.

These warranties are granted under the following conditions:

- the Buyer has complied with the mandatory period of eight (8) days referred to in Section 9 above
- the Seller has the opportunity to inspect the non-conforming Goods;
- the Buyer is still in possession of the Goods or they have been returned at the Seller's request;
- the Buyer has settled or agrees to pay on time for the Goods specified in the Order.

These warranties are exclusive of any other claims for indemnity or insurance and the issue of a credit note or reprinting of the Goods in the accordance with the above conditions shall constitute full discharge of the Seller from any compensation for damage suffered.

### **10.2 - Limitations of Warranty**

The Seller's liability for duly proven direct damages shall be limited in all cases to a price corresponding to the price of the Goods or service concerned.

The Seller shall not be liable for any indirect or consequential damages such as loss of reputation, goodwill, revenues or profit.

## **Section 11 - Force Majeure**

Neither party will be liable for non-execution or delay in performance of any obligation hereof that is due to the occurrence of an event of Force Majeure. Force Majeure includes one or more events that are beyond the control of the parties, cannot be prevented and are insurmountable within the meaning of the Civil Code and case law. Force Majeure suspends the obligations of this contract throughout its existence. In the event of Force Majeure, either party shall give written notice to the other party and make every effort to provide a solution or attempt to limit its consequences for its contractual obligations in a timely manner.

## **Section 12 – Special Provisions**

When the paper is supplied by the Buyer:

- any damage caused by non-compliance of the paper is the responsibility of the Buyer;
- the Seller is entitled to charge a fee for storage and handling of the paper;
- paper usage is dependent upon production conditions and application or subject to prior agreement;
- paper packaging, strapping, labelling, end boards, cores, waste and reel ends shall remain the property of the Seller.

## **Section 13 - Independence of Provisions**

If one or more provisions of these Conditions prove to be in conflict with any statutory requirement in force, or become invalid or unenforceable for any reason, those provisions will no longer be applicable and the parties undertake to seek an agreement on alternative provisions which, while being valid, legal and enforceable, will be as close as possible the original intentions of the parties and have a similar economic effect. The other provisions of these Conditions will remain unchanged.

## **Section 14 – Trade Practice**

In general, and in all matters that are not regulated by these Terms and Conditions, it is expressly stated and understood that the trade practice and Conditions of Sale of the Federation of Printing and Graphic Communication (FICG) filed at the headquarters of the Federation – 68, Boulevard Saint Marcel (Paris 5th, France) and the Registry of the Commercial Court of Paris, France shall be applicable.

## **Section 15 - Relations between the Parties**

Nothing in the Order creates any partnership or joint venture, nor shall it establish any relationship of principal to agent or any other relationship of a similar nature between the parties. The parties to the Order are to be considered as independent contractors and neither party shall have the right or authority to assume or create any obligation for or on behalf of the other party.

## **Section 16 – Applicable Law & Jurisdiction**

If at least one of the parties is of French nationality, any disagreement on the interpretation or performance of the Order shall be brought before the courts of Lille, France which will apply French law. In all other cases, any disagreement on the interpretation or performance of the Order shall be brought before the court of the place of performance of the Order, and the law of that country will be applied.

## **Section 17 - Miscellaneous**

The Order, all and any documents and agreements described in this document shall constitute the entire agreement between the parties relating to the subject matter and supersede all prior agreements between the parties.

Without limitation, the Order specifically supersedes and replaces all terms and conditions that may occur including quotes, shipping forms, invoices and other documentation of the Buyer, unless otherwise agreed in writing by and between the parties.

No amendment, alteration, modification, or addition to the Order, or any renunciation of rights or remedies defined therein, shall be considered valid and binding on the parties if it is not expressed in writing and signed by the party that it binds.

All warranties, all provisions, all rights and obligations of the parties herein described and whose execution is agreed upon completion or termination of the Order, including, without limitation, bonds regarding confidentiality and compensation, shall survive completion or termination of the Order.

The title of each Section is made only for convenience of reference and does not affect its interpretation.