

# Additional Terms and Conditions Labellord B.V.

## **A. GENERAL**

### **1. Applicability**

These additional terms and conditions apply to all offers, orders and agreements with the Labellord B.V. (hereinafter referred to as LABELLORD), concerning printed matter and (blank) label processing equipment. This means the application and printing equipment and the software, i.e. software on various information carriers; all this in the broadest sense of the word.

In addition to these conditions, the Delivery Conditions for the Graphic Industry (Leveringsvoorwaarden voor de Grafische Industrie), printed on the back of the stationery and displayed on the website, are applicable. In case there is a conflict between the provisions of the Terms of Delivery for the Graphic Industry and these Additional Terms and Conditions, the latter will prevail. General Terms and Conditions of the client under any name are not applicable.

Deviation from these conditions can only be agreed in writing.

### **2. Quotations**

The prices offered by LABELLORD apply to the period specified in the quotation. If no period is mentioned, the offered prices apply for a period of thirty working days.

### **3. Liability**

LABELLORD is liable for direct damage suffered by the client as a result of attributable deviations or a unlawful act of LABELLORD, if and insofar as the damage is recovered by a LABELLORD insurance policy. Any other liability – including consequential damages – is excluded. Consequential damage includes, but is not limited to: loss, lost profits, loss or damage to data.

Any liability of LABELLORD, for any reason, is limited to the amount actually paid by the insurer in this respect.

Any claim against LABELLORD, except those recognized by LABELLORD, will lapse on the expiry of twelve months after the claim arose.

### **4. Suspension and dissolution**

In the event of confiscation of items, application for suspension of payment, bankruptcy application, closure, seizure of a substantial part of the assets, dissolution, liquidation or takeover of the client's company and in case of the appointment of a principal of the client – as well as in case of guardianship or death if it is about a natural person – LABELLORD is entitled to suspend her choice of fulfilment of her obligations or to dissolve the agreement in total or in part. All (term) payments owed by the client are immediately due and payable.

If and as long as the client is negligent in the performance of its obligations, LABELLORD is also entitled to suspend the fulfilment of its obligations or to regard the progress of the delivery time as suspended or to dissolve the agreement in total or in part.

LABELLORD accepts no liability for the damage to be suffered by the client.

If products have already been delivered at the time of dissolution, the agreement can only be partially dissolved and only for the part that has not yet been executed. At the time of dissolution, payment obligations that found place before the time of dissolution and/or relate to items already delivered are immediately claimable.

### **5. Disputes**

At the discretion of LABELLORD, all disputes that may exist between the parties will be settled by a competent court in the actual or legal location of LABELLORD. The parties may agree on arbitration though.

## **B. DELIVERY OF EQUIPMENT AND SOFTWARE**

### **1. Delivery**

After LABELLORD is in the possession of all information and documents to be provided by the client and, if has been agreed, after the first payment term has been paid, delivery of products to one address in the Benelux is free of charge including rights, but excluding packaging costs.

In case of software delivery, LABELLORD grants the client the non-exclusive and non-transferable right to available software and documentation for an indefinite period. The software needs to be used as described in the documentation.

Return shipments will only be accepted if the client has received a written acceptance from LABELLORD. Costs regarding return shipments are at the expense of the client.

### **2. Delivery period**

All delivery periods stated by LABELLORD are approximate and determined to the best of our knowledge. The delivery period will be extended in case the delivery period of the suppliers is exceeded.

Exceeding delivery periods, for any reason, does not entitle the client to compensation, cancellation, the right of refusal of products or non-fulfilment of any obligation on his part.

### **3. Cooperation by the client**

If items have to be assembled, commissioned and/or tested, all related work is at the expense and risk of the client. Such as digging, foundation work, breaking, chopping, brickwork, plastering, concrete work, carpentry, painting and plumbing, as well as lashing, lifting and relocation work.

The client ensures that the aforementioned activities are carried out in time and in accordance with the instructions from LABELLORD, without LABELLORD accepting any liability regarding these instructions. Furthermore, the client will provide at his own expense all the space, auxiliary workers, auxiliary tools and materials, energy, water, lights and other auxiliary tools considered necessary in the opinion of LABELLORD.

If circumstances arise that impede or delay the performance of the agreement without any blame by LABELLORD, LABELLORD is entitled to charge the client for the ensuing costs.

### **4. Payments**

The manner and terms of payment are stated in the agreement. At all times, LABELLORD is entitled to require full or partial payment in advance and/or obtain security for payment in some other way. Any warranty claims or other complaints do not suspend the payment obligations of the client.

### **5. Warranty**

During a period of three months after delivery by LABELLORD, items that prove defective will be repaired or replaced free of charge, at the discretion of LABELLORD and provided the client has promptly submitted a valid complaint and LABELLORD has accepted this complaint. In addition to all deliveries by LABELLORD, the warranty conditions of the relevant supplier apply.

In the event of a repaired or replaced item, the warranty period will not start over again with respect to the total or partial case, regardless the method in performance of warranty followed by LABELLORD. In

the event of replacement of products, LABELLORD becomes the owner of the replaced (parts of) items. The agreement will remain valid if, in terms of type, construction, size, model, color and suchlike, the items to be delivered deviate from what has been agreed upon and those deviations do not influence the functioning of the products in accordance with their purpose.

LABELLORD does not guarantee that the delivered software will work without interruption or defects or that all defects will be repaired.

The warranty does not apply:

- On electric motors and electric and/or electronic materials delivered by LABELLORD;
- If supplied products are used in a different way or for purposes other than those for which they are intended in accordance with the agreement;
- If the client/user uses different labels than the ones supplied by LABELLORD;
- If the client edits the supplied products or uses a third party to make these changes;
- If the client has not timely and properly complained about the occurrence of a malfunction or defect and did not do everything possible to limit the damage, including disabling the equipment;
- If the normal period of use is exceeded. The term 'normal period of use' means the use of the equipment and/or software for a maximum of eight hours a day;
- If failure, defect or damage is due to careless behaviour by the client.

## **C. Maintenance of equipment and software**

### **In case of a maintenance agreement**

#### **1. Maintenance**

LABELLORD is responsible for the maintenance of the equipment and/or software specified in the agreement in the following ways:

- a. Preventive maintenance on equipment: if applicable according to the manufacturer's instructions the inspection, adjustment and internal cleaning of the equipment considered necessary to prevent malfunctions.
- b. Corrective maintenance on equipment: the removal of reported faults, including the execution of necessary repairs; after the repair, installed items will be part of the equipment while the replaced items belong to LABELLORD.
- c. Telephone information and assistance regarding the use of software.

The following activities are not included in the contract and will therefore be invoiced individually at the than applicable rates of LABELLORD:

- a. Supply, change and/or installation of consumables, information carriers and accessories;
- b. Expanding functions and/or facilities and replacing defective components;
- c. Providing assistance with the use of on-site software at the client;
- d. Work that becomes necessary as a result of:
  - The use of unsuitable or incorrect software as if the use of inferior, faulty or unsettled accessories or consumables and environmental equipment;
  - Exceeding the normal period of use. The term 'normal period of use' means the use of the equipment for a maximum of eight hours a day;
  - An above-normal humidity, pollution, vibrations and mains voltage in the room where the equipment and/or software is located.
  - Careless and/or improper use, interventions by third parties including employees of the client or

by any error not caused by the equipment itself as well as not complying with the provisions of this agreement.

LABELLORD is entitled to inspect the equipment and/or software mentioned in the agreement before the start of the maintenance agreement. If during this inspection it appears that the equipment and/or software does not meet the set requirements, LABELLORD will perform the work necessary or supply the items necessary in accordance with the specifications to make the equipment and/or software work well in the opinion of LABELLORD. This is all at the expense and risk of the client.

The maintenance is performed during the service hours between 9 am and 5 pm on Monday till Friday as applied by LABELLORD, with the exception of generally recognized public holidays. The client will make the equipment and/or software available at the times indicated by LABELLORD.

## **2. Duration and termination**

The maintenance agreement is entered into for a minimum period of one year.

The duration is tacitly renewed each time for the original period unless one of the parties terminates the agreement by registered writing with due observance of a notice period of three months before the end of the relevant period.

## **3. Compensation**

In the event that the client pays annually by advance payment, the client is obliged to pay a fee as stated in the agreement for the work to which LABELLORD is obliged according to the maintenance agreement.

If applicable, the following costs will be charged separately to the client at the then applicable rates of LABELLORD:

- a. Costs as referred to in Article 1.3;
- b. Costs arising from work carried out pursuant to Article 1.3;
- c. Costs that arise because work is carried out outside the times specified in Article 1.4 at the request of the client, the costs at the then current rates will be charged.
- d. Costs ensuing from the client not timely making available suitable space and required facilities and costs arising from the modification of equipment and/or software or from the decision by a client to divert production to other equipment.