

# Terms & Conditions Direct Export (English)

## General conditions of sale

General conditions of sale, services and payments of Agfa Graphics S.A., whose registered office is at Septestraat 27, 2640 Mortsel, Belgium

### 1. General

Unless specifically stated otherwise in writing, the clauses stated below shall apply to all our contracts of sale and to our obligations with regard to the services to be provided by us. By placing an order the purchaser is declaring that it accepts these conditions.

### 2. Prices

- a) All orders are fulfilled at the prices in force at the time of delivery.
- b) Our prices apply to goods delivered carriage paid to the ground floor.
- c) Our quotes are non-binding.
- d) A contribution of € 50.00 (excluding VAT) towards carriage and handling costs will be applied to any order where the net invoice amount is less than € 200.00 (excluding VAT).
- e) Additional charges will be applied in the case of registered or express shipments.

### 3. Force majeure

Orders are fulfilled as quickly as possible, given our stocks and our handling and production capacity.

If, as a result of unforeseen circumstances, we are unable to honour our commitments, we have the option either of suspending performance of the contract for as long as the said circumstances persist or of cancelling the agreement by means of simple written notification to the client. Strikes shall always be deemed to be instances of force majeure.

### 4. Transport

In the event of damage to or the loss or theft of goods, the purchaser undertakes to have a report drawn up by the carrier and to send it within three days, by recorded delivery, to the registered office of S.A. Agfa Graphics .

### 5. Payments

- a) All payments must be made to a bank or giro (CCP) account open in our name.
- b) Our invoices are payable 30 days after the date of invoice, unless agreed otherwise. Nevertheless we reserve the right to supply in consideration of payment in cash or reimbursement.
- c) If payment is not made within 30 days after the date of invoice, interest at the statutory rate will be applied to the balance due from the due date. In addition, a further 10 %, subject to a minimum of € 25,00, shall be added automatically to the aforesaid balance, by way of compensation. All the foregoing shall apply without any notice being required and even if the contract has been performed in part.
- d) We are not obliged to accept payment by banker's draft; in all cases, the discounting charges shall be applied and, unless agreed otherwise, no recovery shall be permitted against the drawer. We cannot guarantee that drafts will be presented at the desired time. Acceptance of bankers' drafts does not constitute novation or derogation from the jurisdiction

clause. Cheques and drafts only count as payment after they have been cashed.

e) If, at the same time, a client has an account receivable from Agfa Graphics S.A., offsetting shall occur whereby the two debts cancel each other out for their respective amounts.

Offsetting takes place without it being necessary for there to be any link between the debts offset other than that they are both payable and without Agfa Graphics S.A. having a duty to notify the client in advance of this offsetting. All accounts open in the name of the same client shall be considered to be a single account.

f) All property belonging to clients which is in our possession for whatsoever reason, shall be deemed to have been given as collateral for the payment of the client's debts to Agfa Graphics S.A. even if the said debts have nothing to do with the property held as collateral.

## 6. Return or exchange

a) Goods may not be returned to us without our written consent authorisation.

b) Except in the case of damage, goods must be returned to us undamaged, in their original packaging, within 8 days of obtaining our authorisation.

## 7. Reservation of title

Unless specially agreed, we retain title to all goods which we have sold until such time as they are paid for in full, including interest and fees. In the course of normal business, the purchaser may sell the goods on or use the goods but may not use them as collateral. If payment of the full or partial price as agreed does not take place on the due date, we reserve the right to cancel the contract of sale simply by making known our decision on this matter and recovering the goods still in the purchaser's possession in return for a credit note against the residual value of the goods.

## 8. Transfer of risks

Without prejudice to the provisions of art. 2 and 7, the risks relating to the goods shall pass to the purchaser from the moment of delivery.

If delivery is made carriage paid, delivery is deemed to have taken place at the moment when the goods, even if not unloaded, are on the consignee's site or land or in the consignee's buildings. Wherever it takes place, unloading shall always be carried out at the purchaser's risk.

If the goods are collected by the purchaser, delivery shall be deemed to have taken place at the moment when the goods are loaded onto the means of transport.

## 9. Complaints

Any complaint about missing goods or goods not ordered must be reported to us immediately. The packing list must be returned to us within 3 days.

## 10. Liability for goods and services

a) Goods which we have sold and which are not subject to the special provisions mentioned below, shall be replaced by products as far as possible of the same sort, in the same quantities and/or formats, provided that the purchaser has allowed us to examine them expediently and that during such examination, it has been found that, during the applicable warranty period, the goods have not met normal requirements.

b) Complaints relating to photochemical products must be made, together with supporting documentation, stating the emulsion or production number, potentially with any unused material from the same packaging.

- c) Given that all colours are likely to change over time, replacement materials are not provided because of colour changes.
- d) Equipment will, at our option, be repaired or replaced free of charge if, during a period of six months after the date of invoice, such equipment presents a defect in materials or construction. This only applies on condition that the usage instructions have been complied with and that no modification or repair has been carried out by anyone other than ourselves.
- e) With the exception of the obligation to repair any faults in the software, control systems and/or programmes - or to refund the purchase price paid by the client - we do not assume any liability in respect of any damage resulting directly or indirectly from the fault in question. Software, control systems and/or programmes are provided without any warranty regarding the correct and/or complete operation of functions other than those in the specifications given.
- f) Lamps are only replaced where they are guaranteed by the manufacturer.
- g) When providing services, we undertake solely to exercise due care, i.e. we undertake to perform the works the best we can. We do not therefore undertake to achieve a specific result.
- h) In the event that the materials or equipment which have been entrusted to us by a client for work or repair, are damaged or lost whilst in our possession, we are only liable, even if the client suffers further loss as a result, to provide the same quantity of non-exposed materials or unused equipment of equal quality as far as possible.
- i) With the exception of the obligation to replace or repair as stated above, we are not liable to provide compensation of any kind, except in the event of fraud or serious negligence on our part, to be proven by the purchaser.
- j) We do not assume any liability and will not accept the application of any penalty clause, in the event of late delivery or late performance by us.
- k) Access to our sites and buildings is at visitors' own risk. Therefore we cannot assume any liability for injury or damage of any kind as a result of any accidents which may occur on our sites or in our buildings.

## 11. Advertising

- a) The advertising material which we have provided to our clients shall remain our property.
- b) We may terminate this loan for usage purposes at any time.
- c) The connection, maintenance, care of and payment of taxes in respect of illuminated signs shall be met by the client.
- d) The client is legally liable to third parties for the advertising material.

## 12. Packaging

Our products may only be sold on in their original packaging.

## 13. Exports

Export or re-sale for export to countries within the E.U. and the E.E.A. are not permitted.

## 14. Non-compliance

If the purchaser fails to comply with these clauses, we reserve the right - without prejudice to all our other rights - to declare all agreements with the client to be invalid, without prior notice and without prior intervention by the courts.

## 15. Purchase Conditions null and void

The purchaser's General Conditions of Purchase are only valid if we have agreed to them in writing.

Acceptance of an order or sending an order confirmation cannot be deemed to be a derogation from the application of this article.

#### 16. Jurisdiction

In the event of a dispute, the courts for the district of Antwerp shall have sole jurisdiction.