

GENERAL TERMS AND CONDITIONS OF KCP

1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS - ENFORCEABILITY

1. These general terms and conditions are applicable, unless expressly otherwise stated in writing by KCP, to quotations and contracts for the provision of services or the sale of products made in the context of the commercial activities of KCP. They are applicable as of 1 January 2011 and replace the previous general terms and conditions. They are available at the following Internet address: «<http://www.kcp.be>» and can be downloaded in PDF format.
2. KCP refuses to accept any terms and conditions or stipulations contained in documents from its clients. These general terms and conditions alone apply, unless expressly otherwise agreed in writing by KCP. Consequently, the fact of placing an order implies acceptance pure and simple on the part of the client of these general terms and conditions of sale.
3. The fact that KCP does not, at a given moment, invoke any one of the provisions of these general terms and conditions of sale may not be interpreted as constituting the relinquishing of the option of invoking the provisions concerned at a later date.

2. COMMERCIAL QUOTATIONS – ADVERTISING – ORDERS

- 2.1. Only a firm quotation addressed to a designated client commits KCP for a period of 30 working days as of the dispatch of the quotation, unless a longer period is indicated in the quotation. Sending price lists, tariffs or catalogues does not constitute an offer to contract.
- 2.2. Only members of the sales division of KCP or the sales representatives recognised by KCP are authorised to issue quotations on behalf of the latter.
- 2.3. All orders addressed to KCP constitute an offer to contract on the part of the client, in accordance with the provisions of these general terms and conditions of sale. The sale becomes definitive as soon as the order has been accepted in writing by KCP or otherwise upon receipt of the work carried out by KCP at the express request of the client. Orders may be transmitted to KCP by any means of communication. However, KCP reserves the right to require written confirmation from the client. All orders are personal to the client and may not be transferred without the consent of KCP.

3. SAMPLES – DRAFT COPIES

- 3.1. KCP fulfils all orders on the basis of data to be printed, provided by the client or one of its subcontractors. KCP will agree to carry out the instructions of subcontractors of its clients provided that the latter have provided KCP with prior, written confirmation of the mandate given to these subcontractors. The data are to be supplied in the file formats indicated in the order forms from the client. The client bears sole responsibility for protecting the data passed on.
- 3.2. When the client orders a product specifically developed at its request, one or more draft copies or samples (the number of which is specified in the order) of said product are supplied or made available to the client on the website of KCP, as a trial, before the order is finalised and fulfilled.
The client undertakes to analyse the draft copy or the sample supplied within two working days of the delivery of the draft copy or the sample.
- 3.3. The instruction subsequently given by the client to deliver the order implies approval of the service or the product and its conformity with the production process of the subcontractors with whom the client works.
- 3.4. Any comments concerning the draft copy or the sample referred to in Article 3.2. shall be set down in writing and sent to KCP within two working days of the analysis. If no comments are received by KCP within two working days of the delivery or provision of the draft copy or the sample, KCP may proceed with the finalization of the product in accordance with the order.

4. PRICES

- 4.1. The services and products are supplied at the prices in force at the time the order is placed, as set out in the price lists of KCP or in the contractual conditions accepted by the parties.
- 4.2. Unless expressly otherwise stipulated in writing by KCP, our prices are given in euros.
- 4.3. All our prices are given exclusive of VAT and exclusive of taxes, duties or other indirect contributions which may be due in application of Belgian or foreign legislation.
- 4.4. Any modification to the product or the service requested by the client after the conclusion of the contract will only be undertaken by KCP after the parties have reached agreement on the price supplement due further to this modification. Should no agreement be reached on this price, the order will be fulfilled in accordance with the terms and conditions initially agreed.

5. DELIVERY

- 5.1. Unless expressly otherwise stipulated in writing by KCP, the products are supplied and the services provided «*ex works*» at our offices in Brussels.
- 5.2. Unless expressly otherwise stipulated in writing by KCP, the goods and services are supplied :
 - by being made available on the FTP site of KCP or on any other site which the client may have indicated in its order or in a message confirmed by us;
 - by sending the product on a digital medium from Brussels, either to the client, or to the address indicated by the client;
 - by handing over to the haulage contractor designated by the client or its authorised subcontractors designated by the client.
- 5.3. When the product ordered is ready for delivery, KCP will inform the client using the most appropriate means, including by telephone.
- 5.4. The quantities supplied are defined in the individual quotations given to the client or stated in the order forms accepted by KCP.
- 5.5. The client has a period of eight working days to collect the products. The client is given formal notice to collect the products by the simple fact of the expiry of the period for taking delivery. If the products have not been collected within the period set, KCP may, at its discretion, either store the products in its warehouses at the expense and risk of the client until the latter takes delivery thereof, in return for payment of the price plus storage costs, or consider that the sale has been cancelled *ipso jure* at the expense and cost of the client.
- 5.6. Deliveries are made in the sequence in which orders are received. The delivery times are indicative and are always given subject to the possibilities of preparation, production and transport. Under no circumstances may the expiry of the delivery period indicated, irrespective of the cause of this, the duration and the circumstances for the client, give rise to penalties for late delivery, damages or the cancellation of the order.
- 5.7. KCP will be released from its obligation to supply in cases of force majeure. Besides situations of war, rioting, fire, natural disaster, strikes, sabotage, technical incidents at KCP and computing breakdowns, force majeure should be understood to mean any event that prevents or delays production.

6. TRANSFER OF RISKS

- 6.1. Even if KCP has undertaken to arrange transport, the products are transported at the risk of the addressee.

7. TOLERANCES

- 7.1. KCP takes the greatest care with the development, manufacture and packaging of its products and the development of its services.
- 7.2. Slight variations in shades compared with the original in colour reproductions may not be grounds for refusing to take delivery of the product or for a reduction in price, or for compensation. The same applies for technical reasons when a comparison is made with other models, for example between the draft copies and the final product.
- 7.3. In the printing and cardboard packaging sector there is a customary practice whereby suppliers may deliver up to 15 % of the order more or less. The client undertakes to accept the variations in quantities and to pay any price supplement which may be claimed by KCP, within the 15% tolerance limits.

8. RECEIPT – COMPLAINTS

- 8.1. Without prejudice to reservations expressed to the haulage contractor, the client undertakes to check the products as quickly as possible as of their delivery. Complaints relating to patent defects or the non-conformity of the products delivered compared with those ordered must be set down in writing within two working days of receipt of the products, upon penalty of preclusion.

9. INVOICING

- 9.1. The invoice is drawn up as soon as the products have been manufactured and are ready for delivery. KCP reserves the right to issue a pro forma invoice when the order is placed.
- 9.2. The invoice is payable, even if the client fails or refuses to take delivery of the merchandise.

10. PAYMENT

- 10.1. Unless expressly otherwise stipulated in writing by KCP, the products are payable immediately upon delivery.
- 10.2. Payments must be made in accordance with the terms and conditions stated on the invoices. If no special terms and conditions are agreed between the parties, payments must be made to the address of the registered office, into the bank account indicated on the invoice.
- 10.3. All partial payments will always be allocated to settlement of the earliest dated debt.
- 10.4. Any sum not paid by its due date will bear interest on arrears *ipso jure* and without prior formal notice, calculated in accordance with Directive 2000/35/EC of the European Parliament and of the Council of 29 June 2000 on combating late payment in commercial transactions, transposed into Belgian legislation by the law of 2 August 2002 on combating late payment in commercial transactions. In addition, compensation of 20% of the total amount of the invoice will be due as a fixed sum to cover the administrative costs of out-of-court collection.
- 10.5. If the client has still failed to make payment eight working days after the dispatch of formal notice of default, KCP reserves the right to terminate or suspend all work in progress. In addition, KCP may demand the termination of the contract through the courts, the invoice remaining due in full.
- 10.6. If it has been agreed between the parties that payment will be made in monthly instalments or at term, non-payment of a term agreed renders payable immediately the full amount of the sums due, even those payable at term.
- 10.7. Acceptance of a bill of exchange does not entail novation and these general terms and conditions remain applicable.

11. RETENTION OF OWNERSHIP

- 11.1. KCP retains ownership of the products sold until payment has been made in full, in principal, interest and costs.
- 11.2. The handing over by the client of a commercial paper or a cheque does not constitute payment within the meaning of this clause, and the original claim of KCP on the client persists with all the guarantees attached thereto, including the retention of ownership, until said commercial paper or cheque has actually been paid.
- 11.3. Products delivered and not yet paid for will have to be noted separately in the stock of the client and remain identifiable.
- 11.4. In the event of seizure by a third party and in the event of situations of concurrence among creditors on products that are covered by the retention of ownership in favour of KCP, the client will inform KCP of this immediately in order to enable it to safeguard its rights. The client will refrain from pledging or assigning as a guarantee ownership of unpaid products.

12. FILING

- 12.1. KCP stores the various graphic files ordered from it on behalf of the client in a professional manner, provided that a specific contractual agreement has been reached between the parties on the subject of this filing.
- 12.2. KCP will be released from its obligation in terms of filing in the event of force majeure.
- 12.3. KCP will be released from its obligation in terms of filing three months after the end of the contractual relations.

13. DEFECTS GUARANTEE – LIABILITY

- 13.1. KCP may only be held liable further to hidden defects if it is established that the products delivered contain a defect that could not be detected when receipt was taken of the products.
- 13.2. The conformity of the products with special technical standards and the particular properties of products are only guaranteed when these have been specifically agreed when the contract was concluded.
- 13.3. The client bears sole responsibility for the completeness and accuracy of the technical data passed on by it or one of its subcontractors, in the order form or subsequently while the work is in progress.
- 13.4. The existence of a hidden defect must be ascertained by KCP. If the parties are unable to agree about an alleged defect, a third-party expert will be appointed by the parties or otherwise by the Court of Brussels ruling at the request of the first party to take action.
- 13.5. In the event of a patent or hidden defect, the liability of KCP is limited to the price invoiced for the product or service that fails to conform or is defective.
- 13.6. For all cases in which the contractual liability of KCP may be established for a cause other than those referred to in Article 13.5., the obligation of KCP to repair the damage is limited to EUR 2,000,000.
- 13.7. If a complaint is made, the client must provide all proof of the defects or anomalies ascertained and shall give KCP or any authorised agent appointed by KCP free access to its installations to ascertain the existence of these defects and to enable them to remedy these if appropriate. The client will consequently refrain from intervening itself or arranging for a third party to intervene to this end, as long as KCP has not made the necessary observations.
- 13.8. The return of any products must have been expressly accepted in writing beforehand by KCP. The products must be returned in their original packaging. Under no circumstances may the original references, labels or stamps have been modified or destroyed.
- 13.9. No complaint may be made regarding any product used beyond the period for complaints about defects, transformed, modified or altered.

14. INTELLECTUAL PROPERTY

- 14.1. The client ascertains and declares that it owns the reproduction rights to the documents that it has passed on to KCP. The client exonerates KCP from all liability in the event of claims from third parties should there be any infringement of any right whatsoever. The client remains solely liable if any copyright or similar rights are infringed when its order is fulfilled.
- 14.2. Should legal action be taken against KCP for infringement of rights of intellectual property, the client undertakes to intervene before the courts alongside KCP and to defend the cause of KCP. In this case, the client will bear all the costs, including the costs of legal defence.

15. HIERARCHY OF CONTRACTUAL DOCUMENTS

- 15.1. The special terms and conditions take precedence over the general terms and conditions.

16. APPLICABLE LAW – COMPETENT COURTS

- 16.1. All sales and all provision of services by KCP are governed by Belgian law.
- 16.2. In the event of a dispute, the courts of Brussels have sole jurisdiction.