

Article 1 Applicable general terms and conditions

Any agreement or legal transaction with/of ACTO Print & Mail Services (named hereinafter ACTO) is subject to these terms and conditions with the exclusion of all other terms and conditions.

Unless it has been otherwise agreed in writing, the terms and conditions of the customer, if any, do not apply, even though the customer is explicitly referring hereto.

Article 2 Tenders

ACTO's tender is a non-binding proposal and not a binding offer.

A customer's order is the binding offer.

The acceptance thereof by ACTO accomplishes the agreement.

Any term of delivery and/or execution deadline and the quantities will always be indicative and not binding for ACTO.

Any change by the post office services regarding formal- and delivery requirements can give cause for a price adjustment.

Article 3 Right of use and restrictions

3.1 The customer will render the services in conformity with Belgian law and with the rules regarding customer loyalty, data protection and the privacy legislation.

3.2 All services will remain the property of ACTO. The customer will only acquire the rights that were explicitly granted to him.

The customer agrees to use the services obtained through ACTO (in original or derived form) exclusively for his own use and not to reproduce these or to put these at the disposal of a third party and/or the companies/business establishments connected with the customer.

The customer guarantees not to encroach upon the property rights of a third party.

In the case of non-compliance, the customer will be obliged to compensate all damages suffered by ACTO.

ACTO will also make reservation for the content of the information given by the customer.

3.3 The right of use of the services will be granted to the customer for internal use and this:

- exclusively at the locations mentioned in the agreement (for want of such a location, the invoice address will be considered as the location) ;
- exclusively for the use frequency stipulated in the agreement ;
- exclusively for the use stipulated in the agreement.

3.4 ACTO is entitled to visit the customer's locations, considering a reasonable term of notice, and to check whether the right of use granted to the customer is complied with.

The customer will give ACTO complete access to do so.

Article 4 Duration of the agreement

The agreement is concluded for one year as from the acceptance by ACTO of the order, unless otherwise stated.

The agreement will be tacitly renewed by one year, unless one party cancels the agreement per registered letter at least six months prior to the expiry of the ending period.

The renewal of the agreement is subject to the same rules as the original agreement.

Article 5 Payment

5.1 All invoices of ACTO are payable within 30 days after the date of invoice at the company's registered office, irrespective of pending complaints.

The prices for services rendered will be increased by the applicable VAT rate and shipment-, transport-, delivery- and/or transfer costs. Transport and/or shipment are at the customer's risk.

For postage of shipments, the amount of the appropriate delivery charges must be paid in advance.

ACTO will not make any delivery if this amount is not paid in his account.

5.2 In case of non-payment of the invoice by the agreed on the maturity date, all outstanding invoices to the customer will become, as of right, and without formal notice, immediately payable, increased by interests on arrears of 10% per year and damages of 10% with a minimum of € 250,00€.

5.3 Whatever dispute may arise, it will by no means be a reason to postpone the payment of the invoices or not to pay them at all.

5.4 ACTO reserves the right to draw up interim invoices on a monthly basis for the services rendered.

ACTO reserves the right to always change the applied prices and rates.

Changes will become effective on the date of the renewal of the agreement unless otherwise stipulated in writing.

5.5 All prices are indexable on 1 of January in conformity with the consumer prices as published by the National Bank of Belgium according to the following formula:

$$P1 = P0 \times S1/S0$$

in which P1 = new price (invoice price)

P0 = basic price

S1 = new index (consumer-index of the month of the order or the last available index)

S0 = basic index (consumer index of the month of the start of the agreement).

5.6 ACTO also uses e-invoicing and accedes to and endorses the Code of conduct e-invoicing (electronic invoicing).

The customer can find the entire text on www.efactuur.belgium.be.

Article 6 Intellectual property

- 6.1** The customer acknowledges that all services are and will remain ACTO's property, which, among other things include the property rights on :
- The services that are created based on existing material(s), either in processed and/or derived form;
 - The services that are collected and updated by ACTO and that induce such high costs which, due to infringement, can skim ACTO's profit or refrain ACTO from commercialising the collected services any longer ;
 - Trade secrets and other confidential information which are not widely known or available.
- 6.2** The customer will only acquire the rights he is explicitly entrusted with.
- The customer will not use the name ACTO nor related enterprises and/or brand-names without the prior written consent of ACTO.
- 6.3** For its part, ACTO will deal with the written and confidential information on the same basis as they themselves are dealing with confidential information.
- Confidential information does not include :
- information which is or becomes public without ACTO's doing ;
 - information that is developed by ACTO ;
 - information that is already in the possession of ACTO before the communication thereof by the customer ;
 - information that is rightfully made available by a third party and which is non-confidential.
- 6.4** ACTO guarantees that the services, when used in compliance with the stipulations of the agreement, do not infringe upon the property rights of a third party.
- This guarantee does not apply when the customer combines services obtained with data of a third party or changes the services obtained in any way.

Article 7 Liability

7.1 ACTO engages in using the resources required so that customer can have the disposal of the technological and human resources for the execution of the assignment.

In order for ACTO to guarantee the proper implementation of this agreement, the customer must :

- communicate all required and useful information ;
- provide for the required means and staff ;
- appoint a project manager ;
- immediately respond to ACTO's questions.

7.2 ACTO's assignment is a commitment in terms of effort.

It is agreed that ACTO is explicitly exempted from any liability regarding direct or indirect consequences of performances provided, particularly concerning operating loss, loss of value and commercial loss.

This can by no means entitle the customer to redress.

7.3 For its services, ACTO relies on carefully developed work processes which enable to implement the services with the utmost care. ACTO also makes every effort to keep the available services up-to-date, complete and correct.

In case of dispute, the customer must communicate his objections to ACTO by registered letter within 8 days upon receiving such information.

However, the customer acknowledges that ACTO cannot be held liable for the complete/partial correctness of the services, communicated by whatever means of communication, which is always given in good faith.

No more can ACTO be held liable for any loss or damage caused by negligence or by whatever action, or for whatever reason regarding the obtaining, collecting and passing on of the forementioned information nor due to late communication.

In case of dispute, the customer will communicate his objections to ACTO, by registered letter and within 8 days upon receiving such information.

All complaints will be grateful accepted and investigated.

7.4 Damages by ACTO, if any, can never exceed the amount stipulated in the agreement.

For permanent assignments, ACTO's liability is limited to an amount equal to the value of the last 2 months (exclusive of the value of the supplied material(s)).

7.5 When the assignment cannot be executed due to force majeure (e.g. power failure) damages cannot be claimed from ACTO.

Neither can the agreement be cancelled based on such force majeure if ACTO is making every effort to solve the problems.

Article 8 Insurance

Material(s) and other properties from clients that are stored in the warehouse of ACTO, before, during or after the processing, will not be covered by our insurance.

Damages or losses, if any, as well as direct or indirect damages are not at our expense.

Surpluses will be returned not-prepaid, upon the customer's request.

When the customer does not request this within 14 days after the termination of the agreement, ACTO will be authorised to destroy these surpluses.

Article 9 Transport

Goods travel at the customer's costs and risk. The risk transfer will take place at the time the transport is leaving our location.

The receipt that is given by our services does not guarantee the quantity nor the condition of the goods.

ACTO will not be liable for delays of means of transportation.

Article 10 Breach

In case of breach of the agreement outside the term of notice by/chargeable to the customer provided for in present agreement, this customer will be indebted liquidated damages of 30% of the total amount of the order, except for more important damages.

ACTO reserves the right to terminate additional services with immediate effect when the customer does not meet his obligations or affects the general terms and conditions or in case of the customer's bankruptcy.

Cases of force majeure (included machinery breakdown, strike, late delivery by the postal services, ...) will release ACTO of any liability including the right to renounce the agreement without any compensation.

Any annulment of an order must be made in writing and will only be valid provided explicit acceptance.

The termination of the agreement will by no means relieve the parties from the general terms and conditions in the agreement.

Article 11 Transfer

Neither the customer nor ACTO can transfer the agreement without prior written consent of the other party.

However, ACTO can freely and without prior consent transfer the agreement in the case of a fusion or an acquisition in which ACTO is involved (only to the party originating from the acquisition or the fusion) or a sale of assets of ACTO (only to the new owner of the assets).

Article 12 Specific stipulations

- 12.1** The term of delivery as mentioned in the agreement is non-binding for ACTO.
Late delivery of material(s) and instructions, as well as changes during the processing will result in the suspension of the agreed term of delivery.
All expenses resulting from the late delivery of material(s) and instructions will be booked to the customers' account.
- 12.2** All expenses resulting from the wrong delivery of material(s) (files, selections, folders, ...) and/or instructions (script, selections, printed matter, ...) will be booked to the customers' account.
All expenses resulting from changes of material(s) (files, selections, folders, ...) and/or instructions (script, selections, printed matter, ...) will be booked to the customers' account.
- 12.3** For purchased or rented consumer- and foreign addresses there will be no return guarantee.
Since in this case there is a collaboration with partners, where appropriate other terms and conditions may apply.
- 12.4** The customer is not entitled to damages regarding errors, if any, when implementing services and tools for structuring, deduplicating, standardising, enrichment and matching.
- 12.5** The professional practices and general terms and conditions specific to the printing company as drawn up by "FEBELGRA" (Association of the Belgian Graphics Industry) will apply.
They are available upon request and to be found on www.actoservices.be.

Article 13 Dispute

All disputes regarding the services and the "General terms and conditions" are the exclusive competence of the Courts of Antwerp and only Belgian legislation will apply.