

General Terms and Conditions of EasternGraphics Benelux B.V. ("General GTCs")
(Version May 1st 2007)

I. Area of validity, supplementary contractual conditions

(1) The General Terms and Conditions of EasternGraphics Benelux B.V. (hereinafter referred to as "General GTCs") are applicable for all contractual relations with customers concerning deliveries and services to be carried out by EasternGraphics Benelux B.V. (hereinafter referred to as "EGR") and form an intrinsic and inalienable component of all such contracts, unless otherwise expressly agreed individually in writing between EGR and the customer. These General GTCs will also apply in the most recent and up-to-date version for all business relations with the customer in the future without it being necessary for EGR to specifically refer to the validity of these GTCs in each individual contract. The customer will be entitled at any time to apply in writing to EGR for the most recent version of these GTCs.

(2) These General GTCs will apply exclusively. Deviating, contradictory or supplementary GTCs of the customer will only be applicable to any contracts between EGR and the customer if and insofar as EGR has given its written approval of any such conditions. This requirement for the consent of EGR to any general terms and conditions of the customer will apply in all cases, in particular also in cases where EGR carries out deliveries and/or services without express reservation in full knowledge of the GTCs of the customer.

(3) Where applicable, these General GTCs will be supplemented by the General Terms and Conditions for the Transfer of Software ("Software GTCs"), the General Terms and Conditions for the Maintenance of Software ("Maintenance GTCs"), the General Terms and Conditions for the Performance of Consultancy Services and Other Services ("Services GTCs"), the General Terms and Conditions for the Leasing of Software ("Leasing GTCs"), the General Terms and Conditions for the Development of Software ("Development GTCs") and the General Terms and Conditions for Internet Services ("Internet GTCs"). The area of validity of all of these general contractual conditions will correspond to that set out above.

(4) The following references to the application of statutory regulations merely serve as clarification. Even without this clarification the statutory regulations would apply, unless these are directly amended by the following GTCs.

II. Tenders, completion of contract

(1) Tenders submitted by EGR will only be binding if they expressly contain reference to their binding nature and the period for which they remain binding. In all other cases tenders submitted by EGR will be non-binding and subject to alteration without notice. This will also apply if EGR has sent the customer before the completion of a contract catalogues, product descriptions, product specifications and/or technical documents (e.g. user handbooks, estimates, calculations etc.), on which EGR has reserved rights of ownership and copyrights.

(2) Every order for software programs or commission for other services placed by the customer will be deemed as a binding offer of contract, unless otherwise stated in the order, in the commission or in any other agreement. EGR will be entitled to accept any such offer of contract within 4 weeks of receipt by EGR. Acceptance of the offer of contract may be declared either in writing (e.g. by way of written confirmation of order) or through the delivery of the ordered software programme or the performance of the commissioned services for the customer.

(3) The customer is aware that software is subject to constant continuous development. Insofar as reasonable for the customer, EGR will therefore be entitled to deliver or produce amended or adapted software or perform other commissioned services differently to as specified in the agreement with the customer. Such amendments, adaptations or differences will be deemed as reasonable if the agreed function and suitability for the intended purpose is not affected.

III. Delivery, dispatch, transfer of risk

(1) Deliveries of software programs (data carriers, user handbooks, other documentation if applicable) or other goods will take place ex warehouse, which will also be the place of performance. EGR will be entitled to deliver user handbooks and other documentation in electronic format. In this case the customer will have no claim to a printed version. At the request of the customer, software programs or other goods will be sent to alternative destinations. Unless collection by the customer or by a third party has been agreed or the customer has issued any other specific instructions, EGR will be entitled to freely determine the method of dispatch (in particular the freight carrier, method of dispatch, type of packaging).

(2) The risk of accidental loss and/or accidental deterioration of goods will be transferred to the customer upon transfer of possession of the goods. Risk will also be transferred if the customer fails to accept goods immediately. In the event of dispatched goods, the risk of accidental loss and/or accidental deterioration of goods will be transferred to the customer upon the surrender of possession of the goods to the freight carrier, shipping agent or other person or organisation entrusted with the delivery of the goods.

(3) Agreed delivery periods and deadlines will only be binding if EGR expressly confirms in writing the binding nature of any such delivery periods. In the event that delivery periods and deadlines are expressly confirmed as binding, EGR will not be in default of delivery unless a written warning has been issued by the customer.

(4) The observance of delivery periods and deadlines will be dependent on the customer submitting in good time to EGR all information required in order to effect the agreed delivery, in particular the performance of activities in which the customer is obliged to cooperate with EGR. In the event that these prerequisites remain unfulfilled, the agreed delivery periods and deadlines will be extended accordingly. This will also apply if EGR has sent the customer before the completion of a contract catalogues, product descriptions, product specifications and/or technical documents (e.g. user handbooks, estimates, calculations etc.), on which EGR has reserved rights of ownership and copyrights.

(5) In the event that EGR is unable to observe agreed delivery periods and deadlines due to circumstances beyond the control of EGR (*force majeure*), for example war, revolt or other such events, e.g. industrial action, lockouts, late deliveries by our own suppliers etc., the agreed delivery periods and deadlines will be extended accordingly.

(6) EGR will be entitled to make partial deliveries and perform partial services. This will not apply if such partial deliveries or partial services are unreasonable for the customer.

(7) In the event that EGR falls into default and if the customer can prove beyond doubt that damages have been incurred as a result, the customer will be entitled to demand compensation for each completed week during which EGR remains in default of 3%, up to a maximum however of 15%, of the net value of the part of the order that can not be put to its intended use as a result of the late delivery by EGR. The customer will only be entitled to withdraw from the contract on the basis of the applicable legal regulations if EGR is solely responsible for the delay to deliveries. At the request of EGR, the customer will be obliged to declare within a reasonable period whether he intends to withdraw from the contract as a result of delays to delivery or whether the delivery should still go ahead.

(8) In the event that deliveries are not possible, the customer will be entitled to demand compensation for any damages incurred, unless the fact that deliveries are not possible is the result of circumstances beyond the control of EGR. However, in this case the amount of the claim to compensation for damages will be restricted to a maximum of 25% of the net value of the part of the order that can not be put to its intended use as a result of the impossibility of delivery. The right of the customer to withdraw from the contract will not be affected.

(9) All claims of the customer to compensation for damages as a result of delays to delivery and/or the impossibility of delivery, as well as any claims to compensation instead of delivery, exceeding the restrictions set out in sub-sections III. (7) and III.

(8) above are herewith expressly excluded in all cases of delays to delivery or impossibility of delivery. However, the restrictions of liability set out in sub-sections III. (7) and III. (8) above will not apply if EGR is liable beyond these restrictions as a result of intentional or grossly negligent acts, the infringement of an essential contractual obligation or due to loss of life, bodily injury or damage to health. In the event of the infringement of an essential contractual obligation as a result of simple negligence, the liability of EGR will be restricted to the amount of damages that could or should have been foreseen and that are typical for the nature of the contract.

IV. Remuneration and payment conditions

(1) Unless fixed prices are expressly agreed, the amount of remuneration due to EGR in return for deliveries and services will be based on the EGR price lists that are valid at the time of confirmation of the order. All listed prices are net ex warehouse without deductions and will be subject to the legally applicable amount of VAT.

(2) EGR expressly reserves the right to refuse payment by way of cheque or bill of exchange. The acceptance of cheques and/or bills of exchange will in all cases be merely in lieu of payment. Discounting and bill charges will be borne by the customer and will be payable immediately.

(3) Payment methods will be stated on the invoice submitted to the customer. In the event of delays to payment, EGR will be entitled, without further substantiation, to charge interest at a rate of 8% above the base rate.

(4) The exact point in time at which payment is made, in particular with regard to decisions on the punctuality of payment, will be dependent on the time of receipt of the full amount due in the account of EGR.

(5) Unless fixed prices are expressly agreed, EGR herewith expressly reserves the right to adjust prices accordingly in the event of price increases or decreases after completion of the contract. At the request of the customer, EGR will be obliged to evidence the existence of such price increases or decreases.

(6) The customer will only be entitled to offset counter-claims against the amount of remuneration due if such counter-claims have been acknowledged in writing by EGR or are based on non-appealable rulings of a court of law. Furthermore, the customer will only be entitled to withhold amounts of the remuneration due to EGR if the claims on the basis of which he withholds such amounts relate to the same order or contract and have either been acknowledged in writing by EGR or are based on non-appealable rulings of a court of law.

(7) In the event that the customer falls into default in payment of a not inconsiderable amount, EGR will be entitled to provisionally discontinue other deliveries and/or services from the same order or contract and demand the immediate payment of all outstanding amounts due from the order or contract. In this case, all periods and/or deadlines agreed for the execution by EGR of deliveries and services still outstanding will become null and void without EGR having to expressly notify the customer of this.

V. Reservation of ownership, reservation of rights

(1) EGR herewith reserves all rights to all deliveries and services until payment has been received in full, including all future payments due as a result of ongoing business relations. This will apply in particular for the right of ownership of all delivered tangible items (e.g. data carriers, user handbooks, other documentation etc.), as well as all rights of ownership to intangible items (e.g. use of copyrights and usufructuary rights for software programs and user handbooks).

(2) Until payment has been received by EGR in full, the deliveries and services carried out by EGR may not be pledged to third parties or transferred as security. The customer will be obliged to inform EGR immediately in writing by way of registered letter of all third party involvement with delivered goods and/or services.

(3) In the event of behaviour by the customer that infringes the conditions of contracts with EGR, in particular in the event of the non-payment of due remuneration, EGR will be entitled to withdraw from the contract in accordance with the applicable legal regulations and demand the immediate return of all delivered tangible items (e.g. data carriers, user handbooks, other documentation etc.) on the basis of the aforementioned reservation of ownership, as well as demand the immediate discontinuation of the use of rights connected with intangible items (e.g. use of copyrights and usufructuary rights for software programs and user handbooks).

(4) Insofar as the customer is entitled to sell-on deliveries and services received from EGR to third parties during the course of normal business dealings, the customer herewith assigns to EGR all claims of the customer arising from the sale of these items to third parties up to the amount of the final invoice total (including VAT) for amounts due to EGR. The customer will remain authorised to collect any such outstanding amounts from third parties after the assignment of these claims. The entitlement of EGR to collect any such outstanding amounts itself will not be

affected. However, EGR will be obliged not to collect any such outstanding claims if the customer fulfils his payment obligations toward EGR, if the customer does not fall into default in payment and in particular if no application is made for the opening of insolvency proceedings against the assets of the customer or payments are discontinued. If this becomes the case, however, EGR will be entitled to demand that the customer informs EGR of the size and nature of all assigned claims and the name and contact details of the debtor and issue EGR with all information and documentation required for the collection of outstanding claims, as well as inform the debtor of the assignment of claims to EGR. At the request of the customer, EGR will be obliged to release any existing collateral assigned to EGR if the value of such collateral exceeds the amount of the secured claims by more than 10%. EGR will be free to choose which collateral to release.

VI. Claims arising from defects, cooperation of the customer

(1) The customer will be obliged to inspect all deliveries and services immediately upon receipt for completeness and obvious defects, in particular obvious short deliveries or damage, and report any such defects immediately to EGR in writing, by e-mail or by fax at the latest within two weeks of receipt of the deliveries and/or services. In the case of defects that are not obvious upon immediate inspection (latent defects), the customer will be obliged to report these defects in writing to EGR immediately upon discovery, at the latest within the limitation period set out in section IX. In the event that the customer fails to report defects in accordance with the regulations set out above, liability for these defects will be excluded. The customer will be responsible for evidencing the observance of the aforementioned regulations on the reporting of defects, in particular the punctuality of the reporting of defects, as well as the existence of defects and the time of the discovery of defects.

(2) For the purpose of the avoidance of damages, the customer is urged to ensure that his data stocks are stored on a daily basis in accordance with the latest status of technology.

(3) The customer will be obliged to cooperate with EGR if necessary during the performance of deliveries and services. This cooperation will include in particular the unsolicited and punctual provision by the customer of all information required by EGR for the performance of deliveries and services, e.g. all documentation concerning the objectives and requirements of the customer. Furthermore, the customer will also be obliged to provide all equipment and systems required for the installation and/or operation of the delivered goods and/or services. In the event that claimed defects do not exist, the customer will be obliged to reimburse EGR for all expenses incurred as a result.

VII. Acceptance and final inspection of deliveries and services

(1) After every delivery or service not requiring final inspection, EGR will be entitled to demand from the customer a written declaration stating that the deliveries and/or services are correct, complete and free of obvious defects (statement of performance of services in accordance with contract). The regulations set out in sub-section VI. (1) above will not be affected.

(2) If applicable, EGR will demonstrate to the customer that the services performed fulfil the required specifications during a test run.

(3) In the case of partial services, the declaration of acceptance will not extend to qualities of the subject matter of the contract that can only be tested or inspected at the time at which subsequent deliveries are made or subsequent services performed. Partial services or partial deliveries will be deemed as having been accepted once they can be used productively by the customer.

(4) Sub-sections VII. (1) - (3) will apply accordingly for the inspection of services requiring final inspection. Furthermore, a service requiring final inspection will be deemed as having been accepted if the customer puts the system or software into use within 7 days of the transfer of possession to the customer without submitting any complaints concerning defects in accordance with the obligations on the submission of notification of defects set out in these GTCs.

VIII. Liability

(1) In the event of intentional act or gross negligence, the liability of EGR or a representative or vicarious agent of EGR will be governed by the applicable legal regulations.

(2) In the event of the infringement of an essential contractual obligation (cardinal obligation) and in the event of damages resulting from loss of life, bodily injury or damage to health, EGR will also be liable in cases of slight negligence.

(3) In the event of the infringement of an essential contractual obligation, the liability of EGR will be restricted to the amount of damages that could or should have been foreseen and that are typical for the nature of the contract.

(4) EGR will not be liable for the loss of data if such losses could have been avoided through the proper storing of data in the area of responsibility of the customer. It will be assumed that the customer has stored data properly if the customer stores his data stocks daily in machine-readable format and therefore guarantees that this data is retrievable with a not unreasonable degree of effort and expense. Insofar as not caused by EGR intentionally or as a result of gross negligence, the liability of EGR for the loss of data will be restricted to the typical amount of expense for the retrieval of data that would be incurred if the data were properly stored.

(5) The liability of EGR will also be restricted to this extent if software errors arise after the amendment of the conditions of use or operation, in the event of operating errors or interference with software programs, such as changes, adjustments, combination with other programs, and/or in the event of the use of software in breach of the contractually agreed use, unless the customer can prove that the software errors that arise already existed at the time of the transfer of possession of the delivery or service or that the errors that arise have no direct causal connection with the aforementioned occurrences.

(6) Insofar as the liability of EGR is excluded or restricted, this will also apply for the personal liability of the employees and consultants working for EGR.

(7) Insofar as claims to compensation for damages are excluded or restricted in accordance with the regulations set out in these GTCs, these exclusions or restrictions will also apply for compensation for damages in addition to the performance of services and compensation for damages instead of the performance of services, regardless of the legal grounds, in particular due to concurrent claims arising from defects, the infringement of contractual obligations, tort and/or claims for the reimbursement of expenses in accordance with the Dutch law. In the event of liability for delays to deliveries and services, the regulations set out in sub-section

III. (7) will also apply. In the event of the impossibility of deliveries and services, sub-section III. (8) will also apply.

(8) Liability on the basis of the law Product Liability will not be affected.

IX. Limitation of claims

All claims of the customer to compensation, regardless of the legal grounds on which they are based, will be subject to a limitation period of one year, beginning at the start of the guarantee period or otherwise beginning at the time at which the claim first comes into existence. This will not apply if the applicable statutory regulations dictate a shorter limitation period for claims. However, the relevant statutory limitation periods will apply in the following cases:

- claims arising from defects if EGR has fraudulently concealed or failed to disclose such defects or if EGR has expressly offered a guarantee for such defects,
- claims to damages resulting from loss of life, bodily injury or damage to health,
- other claims to compensation for damages arising from intentional or grossly negligent breaches of duty,
- claims arising according to the Dutch law on Product Liability.

X. Setting of deadlines, threat of compensation for damages, rescission and termination of contract

(1) In the event that the customer has the statutory right to demand compensation instead of the performance of services or the reimbursement of expenses, after an appropriate period set by the customer has expired without success, the customer will be obliged to set an additional period of grace and issue an express threat of the judicial enforcement of these claims after the expiry of this additional period of grace.

(2) The above regulation will also apply in the event that the customer has the statutory right to withdraw from contractual relations with EGR or terminate such contractual relations without notice for an important reason after an appropriate period has expired without success.

XI. Rights of third parties

EGR will be obliged to indemnify the customer against all claims of third parties enforced against the customer as a result of the infringement of industrial property protection rights through the transferred software programs. The prerequisite for this liability will be that the customer informs EGR immediately of the existence of any third party claims, refuses to recognise the infringement of any third party industrial property protection rights and either allows EGR to conduct all disputes, including any possible extrajudicial settlements, or conducts all disputes in conjunction with the supplier. In the event that customer is responsible for the infringement of the rights of third parties, all claims against EGR are herewith expressly excluded.

XII. Confidentiality

(1) In the event that the parties to this contract exchange confidential information of a commercial or technical nature or if one party becomes aware of any such information belonging to or concerning the other party to the contract that would normally be seen as a trade secret, such as e.g. customer data, the parties will be obliged to treat this information with the utmost of confidentiality at all times and not to make this information accessible to third parties or use any such information in any way outside the confines of the contract completed between the parties.

Excepted from the aforementioned confidentiality obligations is information for which it can be evidenced that: a) this information was manifest or became manifest without any interference from the parties to the contract, b) this information was disclosed to one of the parties to the contract by another source who is not subject to confidentiality obligations with regard to the other party, c) this information must be disclosed by one of the parties as a result of pre-emptory provisions of the law (in particular before a court of law, criminal investigatory bodies and public authorities).

(2) Both parties will be obliged to return or destroy all physically transferred confidential information to the other party immediately upon request, including all copies and/or records. In the event that the parties' own records, files and assessments contain confidential information concerning the other party, these are also to be destroyed immediately at the request of the other party. Electronically transferred and/or stored confidential information must be deleted immediately. Upon request, the destruction/deletion of confidential information must be confirmed between the parties in writing.

(3) The above confidentiality obligations will continue to apply for the 5 years immediately following the expiry or termination of this contract.

XIII. Miscellaneous

(1) The place of performance for all deliveries and place of payment will be Best. At the choice of EGR, the place of jurisdiction will be 's-Hertogenbosch. This will also apply in the event that the customer has no general place of jurisdiction within his own country. EGR will also be entitled to initiate legal proceedings against the customer at the court with jurisdiction over the location of the registered office of the customer.

(2) The Dutch law will apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is herewith expressly excluded.

(3) Ancillary agreements and amendments to contracts and these or other GTCs will only be valid if submitted in writing. This will also apply for the amendment of this requirement for written form. Electronic documents, such as e.g. e-mails, will not be deemed as submission in writing unless furnished with an electronic signature in accordance with the Dutch Law electronic Signature Law (WEH) "Wet Elektronische Handtekeningen".

(4) In the event that individual conditions are invalid and/or ineffective or lose their validity and/or effectiveness as a result of circumstances that arise at a later date, this will not affect the validity and effectiveness of the other conditions of the contract. The same will apply in the event of the discovery of loopholes. Invalid and/or ineffective conditions will be replaced by the valid and effective condition that comes closest to the originally intended purpose of the parties to the contract. Loopholes will be eliminated through the insertion of the valid and effective condition that would have been inserted originally if the parties to the contract had thought of the point at the time.

These GTCs supersede all previous versions, which are no longer valid.