

General Terms and Conditions of:

Cards Unlimited B.V.
Cruquiuszoom 25-27
2142 EW Cruquius

Chamber of Commerce No.: 34209332

(AS 130-18)

Article 1: Applicability, definitions

1. These General Terms and Conditions apply to any offer and to each agreement for assignment for the design and/or production of printed matter and related work/services and to all agreements of sale and purchase of Cards Unlimited B.V., established in Cruquius, hereinafter to be referred to as "the User".
2. The principal or the buyer is hereinafter referred to as "the Other Party".
3. Various provisions in these General Terms and Conditions refer to a natural person who acts outside his trade, business or profession. In these provisions the Other Party is indicated by the term "the Consumer".
4. "Offer" shall mean: any offer from the User, whether or not in the form of a written quotation.
5. "In writing" shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
6. "Documents" shall mean: drawings, drafts, designs, logos, photos and suchlike to be created or submitted by the User and/or Other Party. This may concern both physical and digital documents.
7. "Information" shall mean: both the aforementioned documents and other (oral) data (to be) submitted by the User and/or the Other Party.
8. "Items" shall mean: leaflets, brochures, correspondence paper, (business) cards and suchlike to be designed/produced by the User as well as products to be supplied from the product range, such as paper.
9. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
10. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
11. These General Terms and Conditions shall also apply to repeat or partial orders, follow-up or partial assignments, flowing from the agreement.

Article 2: Offers

1. Unless a period of validity is stated in/for an offer, this concerns an offer without obligation. The User may withdraw this offer within a period of no more than 2 working days after receipt of the acceptance.
2. A composite offer does not oblige the User to deliver part of the offered performance/items against a corresponding part of the price.
3. The offer and the prices do not automatically apply to future assignments.
4. If the offer is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, the User may adjust the quoted prices and/or delivery terms.
5. The offer and the prices do not automatically apply to repeat orders or follow-up assignments.
6. Examples of printed matter that are displayed and/or provided and specifications of colours, paper quality and/or structures and other descriptions in brochures, promotional material and/or on the User's website shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these.

7. The examples provided shall remain the property of the User and are returned to the User immediately on the User's request at the expense of the Other Party.
8. The User may charge the costs related to the offer to the Other Party if it has notified the Other Party beforehand of those costs in writing.

Article 3: Establishing agreements

1. The agreement is established after the Other Party has accepted the offer of the User, also if this acceptance deviates on secondary issues from this offer. However, when the acceptance shall deviate in essential aspects, the agreement shall only be concluded after the User has explicitly agreed with these deviations in writing.
2. The User shall only be bound to:
 - a. an assignment or order without prior offer thereto;
 - b. oral appointments;
 - c. additions to or changes of the General Terms and Conditions or agreement; after written confirmation to the Other Party or as soon as the User - without objection of the Other Party - has started the performance of the assignment, order or appointments.

Article 4: Prices

1. The prices stated in an offer or pricelist are exclusive of BTW (Dutch VAT) and possible costs, such as transport or shipping costs, administrative costs and expense claims of third parties engaged.
2. In the event of urgent assignments the User may charge a surcharge.
3.
 - a. If (cost) price increasing circumstances occur at the expense of the User between concluding the agreement and the execution thereof, due to legislation and regulations, government measures or currency fluctuations or price changes of the required materials, the User may increase the agreed prices accordingly and charge these to the Other Party.
 - b. In the case of price increases within 3 months after the agreement was concluded, the Consumer may terminate the agreement by means of a written statement. Unless the Consumer notifies the User within 14 days after the price change was announced that he wants to use his right of termination, the User may assume that the Consumer agreed to the change.
4. In the case of continuing performance agreements, the User may annually implement a regular price increase and pass it on to the Other Party. The User shall notify the Other Party no later than one month before the commencement date of the price increase.

Article 5: Engaging third parties

If the User deems this necessary, it shall have the right to have specific deliveries and work carried out by third parties.

Article 6: Obligations of the Other Party

1. The Other Party ensures that:
 - a. it makes all information required for the execution of the agreement, such as photos, logos, colours, fonts and examples of previous printed matter, if any, available to the User on time and in the manner required by the User;
 - b. any information carriers, files and suchlike possibly provided to the User are free from viruses and defects.

2. The Other Party ensures that the provided information is correct and complete and it shall indemnify the User against any claims from third parties arising from the incorrectness and/or incompleteness of this information.
3. If the above obligations are not fulfilled (on time), the User may suspend the execution of the agreement until the Other Party has fulfilled his obligations. The costs and the other consequences arising from this shall be at the expense and risk of the Other Party.
4. If the Other Party does not fulfil his obligations and the User does not require immediate compliance, this will not affect the right of the User to require compliance at a later date.

Article 7: Confidential information

1. The User shall maintain secrecy of all information obtained in the context of concluding and executing the agreement of/about the Other Party. The User shall only provide this information to third parties insofar as this is necessary for the execution of the agreement.
2. The User shall take every reasonable precautionary measure in order to maintain secrecy of this information. This obligation of confidentiality also applies to his employees and third parties which are involved in the execution of the agreement under his responsibility.
3. If the information concerns personal data in the context of the General Data Protection Regulation, the User shall process the information in accordance with this regulation and report any breaches of the security of the information, also in accordance with this regulation.
4. The obligation of confidentiality shall not apply if the User as a result of legislation and regulations or a judicial decision has to disclose the confidential information and cannot rely on a lawful privilege or a privilege permitted by the court. This exception shall also apply to the employees/third parties as referred to in paragraph 2.

Article 8: Risk of storage of information

1. The User shall keep all information received from the Other Party during the term of the agreement and shall carefully store it and - if relevant - with due observance of the provisions of the General Data Protection Regulation. The User shall take any measures reasonably required to prevent the loss of/undesired access to this information (i.e. by viruses, technical failures, cybercrime and suchlike).
2. However, the User shall never be liable for damage incurred by the Other Party due to the loss or destruction of this information - whether or not by cybercrime -, unless this is due to intent and/or deliberate recklessness of the User or the supervising personnel at management level. Unless parties agree otherwise, the Other Party always keeps the original or a copy/backup of the information provided to the User.

Article 9: Delivery, delivery terms

1. The agreed terms shall never be final deadlines, unless this arises from the nature of the assignment or if parties agree otherwise. If the User fails to meet its obligations (on time), the Other Party must give notice of default to him and grant reasonable time to meet these obligations at a later date.
2. The User may perform the agreement in phases and invoice each partial delivery separately or periodically.
3. The risk of items to be delivered transfers to the Other Party the moment these leave the User's premises, warehouse or shop or the User informed him that the items are ready for collection.
4. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be decided by the User. The User is not liable for any damage of whatever nature that is related to the dispatch or the transport.

5. Unless parties agree on another term, deliveries to the Consumer will be carried out within a period of up to 30 days after concluding the agreement. In this case the risk will transfer to the Consumer the moment the items are physically available to him/a third party appointed by him (not being the transporter). If the Consumer appoints the transporter himself (not being a transporter suggested by the User), the risk transfers to him on receipt of the goods by this transporter. Dispatch or transport is at the expense of the Consumer.
6. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the items ordered (in the agreed manner) to the Other Party, or if these are not collected, the User may store the items at the expense and risk of the Other Party. The Other Party will give the User the opportunity to deliver the items or collect these within a reasonable period set by the User.
7. If the Other Party still fails to meet its purchase obligation after the aforementioned reasonable period, it shall be immediately in default. The User may then, either fully or partially, terminate the agreement with immediate effect by means of a written statement and sell the items/documents made to third parties or destroy them without being obliged to pay compensation for damages, costs or interest. This does not affect the obligation of the Other Party to compensate for any (storage) costs, damage or loss of profits of the User and/or the right of the User to demand compliance at a later date.

Article 10: Progress, execution of agreement

1. If the start, progress or completion of the work/services or the delivery of items is delayed due to the fact that:
 - a. the User has not received all the essential information from the Other Party on time;
 - b. the User has not received any agreed (advance) payment from the Other Party on time;
 - c. there are other circumstances which are at the Other Party's expense and risk;the User is entitled to a reasonable extension of the delivery term and to compensation of the costs and damages involved, such as possible waiting hours.
2. If the agreement is executed in phases, the User may suspend the execution of the parts that belong to the following phase, until the Other Party has approved of the result of the previous phase. The costs and damage for this shall be charged to the Other Party.
3. The User shall draw the Other Party any imperfections, errors, failures, possible problems and suchlike in/by or on behalf of the Other Party:
 - a. provided documents;
 - b. prescribed/required printing techniques, colour combinations and suchlike;
 - c. given instructions;
 - d. provided, prescribed or required types of paper;insofar as the aforesaid imperfections, errors, failures, problems and suchlike are relevant for the performance by the User and are or could be familiar to him.
4. The User shall inform the Other Party about the consequences for agreed prices and terms:
 - a. in the event of changes in the agreed work/services and/or deliveries requested by the Other Party;
 - b. if it appears during the execution of the agreement that it cannot be executed in the agreed manner due to unforeseen circumstances. In this case, the User shall first discuss the changes to the execution with the Other Party. If the execution of the agreement has become impossible as a result, the User shall in any case be entitled to full compensation for any work already carried out and/or any deliveries already made.
5. Additional work must be agreed in writing between the User and the Other Party. Additional work shall mean: all additional work and deliveries at the request of the Other Party or necessarily arising from the assignment, which has/have not been included in the offer or the assignment. The User may separately charge the costs involved in this to the Other Party.

6. The Other Party shall carefully check each printing proof/draft document presented to it by the User and shall make its response known to the User as soon as possible. If required, the User shall adjust the printing proof/the draft and present it again for approval. The User may require the Other Party to initial each page of the final version as approved or sign a written statement of approval.
7. If the User has to amend the documents already approved, this shall be considered as additional work and the User shall be entitled to charge the additional costs arising to the Other Party.

Article 11: Complaints

1. The Other Party shall check the items/the items delivered from the product range of which no printing proof or draft was presented to it beforehand, immediately on receipt and state any visible failures, damages and/or anomalies in numbers, colours and suchlike on the consignment note or accompanying note or, in their absence, reports these to the User in writing within 2 working days. If such complaints are not reported in a timely manner, the items are deemed to have been received in good order and to conform with the agreement.
2. Other complaints about the items delivered are reported to the User by the Other Party in writing immediately after discovery, but no later than within the agreed guarantee term. The Other Party shall bear all risks of failing to report directly. If no guarantee term has been agreed, a period of one year following delivery shall apply for the items supplied from the product range.
3. Complaints about work carried out/services delivered are reported to the User by the Other Party in writing immediately after discovery, but no later than within a (guarantee) term set by the User after delivery. The Other Party shall bear all risks of failing to report directly. If no (guarantee) term has been agreed, a (guarantee) term of 3 months will apply. If such complaints are not timely reported, the work/services are deemed to have been carried out/delivered in accordance with the agreement.
4. If a complaint is not reported in a timely manner, it is not possible to make a claim under the agreed guarantee.
5. If the ordered items can only be delivered in (wholesale) packaging the User has in stock or in minimum numbers, the items may show slight anomalies that are acceptable in the industry, as regards stated numbers, colours/colour shades, paper structures and suchlike. These anomalies are not classed as shortcomings on the part of the User and claims under the guarantee regarding these shall not be possible.
6. Complaints shall not suspend the Other Party's payment obligations.
7. The previous paragraph does not apply to the consumer.
8. The Other Party shall give the User the opportunity to investigate the complaint and provide all relevant information. If it is necessary for the items to be returned for investigation, this will be at the expense of the Other Party, unless the complaint proves to be justified. The transport risk will always be borne by the Other Party.
9. Returning the items shall take place in a manner to be determined by the User and in the original packaging or deposit packaging.
10. No complaints can be lodged about:
 - a. discolourations and small colour deviations;
 - b. errors in already approved documents;
 - c. items that have been fully or partially treated or processed after receipt.

Article 12: Guarantees

1. The User shall execute the agreed deliveries, work and services in a proper manner and in accordance with standards applicable in the industry, but shall never provide a more extensive guarantee than has been agreed.
2. The User shall be responsible during the guarantee term for the usual quality and reliability of the items delivered.
3. For the use of the materials required for the execution of the agreement - like paper and ink - , the User shall rely on the information about the properties of these materials provided by the manufacturer or supplier. If for the items delivered or the materials used a guarantee has been issued by the manufacturer or the supplier, this guarantee applies in the same manner between the parties. The User shall inform the Other Party in this regard.
4. If the purpose for which the Other Party wishes to treat, process or use the items differs from the customary use of these items, the User shall only guarantee that the items are suitable for this if it has confirmed so in writing to the Other Party.
5. No claim can be made under the guarantee until the Other Party has paid the price agreed for the items, work/services.
6. The previous paragraph does not apply to the Consumer.
7. In the case of a justified claim under the guarantees agreed the User will arrange - at its discretion – for correction, repair or replacement of the items delivered free of charge, to carry out the work/services agreed correctly at a later stage or at a repayment or discount on the agreed price. If there is any additional damage, the provisions set out in the Liability Article shall apply.
8. The Consumer may always opt for correction, repair or replacement of items delivered free of charge or to carry out the work/services agreed correctly at a later stage, unless this may, in all reasonableness, not be demanded from the User. In the latter case the Consumer may terminate the agreement by means of a written statement or demand a discount on the agreed price.

Article 13: Liability

1. The User shall accept no liability other than the guaranteed results or quality requirements explicitly agreed or given by the User.
2. The User is only liable for direct damage. Any liability for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party takes all measures needed to prevent or limit the damage.
4. If the User is liable, the liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by the User, the liability for compensation shall be limited to the invoice amount of the delivered items/services and/or the work executed.
5. In the case of continuing performance agreements, the obligation to pay compensation shall be limited to the invoice amount due for the last 3 months, if the insurer does not pay out or if the damage is not covered by an insurance policy taken out by the User.
6. The Other Party must sue the User for any damage suffered by him within 6 months after he became or could have become aware of it.
7. Contrary to the previous paragraph, a period of 1 year applies to the Consumer.
8. Should the Other Party make materials available for processing or treatment, the User shall be liable for a correct processing/treatment, but not for the reliability of the materials themselves.
9. The User is not liable - and the Other Party cannot make a claim under the applicable shelf life or guarantee - if the damage has arisen due to:

- a. improper use and/or use contrary to the purpose for which the items delivered were intended or use contrary to the directions, advice, operating instructions and suchlike provided by or on behalf of the User;
 - b. incompetent safekeeping (storage) of the items;
 - c. errors, incompletenesses, defects and suchlike in the information provided/prescribed or materials to the User by or on behalf of the Other Party;
 - d. instructions or directions from/on behalf of the Other Party;
 - e. or due to a choice of the Other Party, which deviates from the User's advice and/or what is customary;
 - f. or due to the fact that the Other Party on his behalf carried out changes/adjustments to the delivered items, without the User's explicit prior permission.
10. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies the User against any claims from third parties.
11. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or wilful recklessness by the User or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall the User indemnify the Other Party against any third party claims.

Article 14: Payment

1. The User may require (partial) advance payment or other security for payment at all times. The required advance payment for the Consumer is a maximum of 50% of the agreed price.
2. Payment must take place within an expiry period of 30 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if no objections have been made within the payment term.
3. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph or if it was not possible to pay the amount by direct debit, the Other Party is due to the User a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
4. In the aforementioned situation a default interest of 6% on an annual basis applies to the Consumer, unless the statutory interest is higher. In this case the statutory interest applies.
5. If payment is not forthcoming after notice was given, the User may charge the extrajudicial collection costs to the Other Party at 15% of the invoice amount with a minimum of € 40.00.
6. In the above-mentioned notice, the User shall give the Consumer a term of at least 15 days to make a payment. If payment is again not forthcoming, the extrajudicial collection costs for the Consumer will be:
 - a. fifteen percent of the amount of the principal sum for the first € 2,500.00 of the demand (with a minimum of € 40,00);
 - b. ten percent of the amount of the principal sum over the next € 2,500.00 of the demand;
 - c. five percent of the amount of the principal sum over the next € 5,000.00 of the demand;
 - d. one percent of the amount of the principal sum over the next € 190,000.00 of the demand;
 - e. half a percent of the surplus of the principal sum.
 All this with an absolute maximum of € 6,775.00.
7. For the calculation of the extrajudicial collections costs the User may, after 1 year, increase the principal amount by the default interest accrued in that year.
8. In the absence of full payment, the User may terminate the agreement without further notice of default by a written statement or to suspend its obligations under the agreement until payment is received or provided appropriate security. The User shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's/the Consumer creditworthiness even before the Other Party/the Consumer enters into default regarding payment.

9. The User will initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless the payment is accompanied by a written statement that it refers to a later invoice.
10. The Other Party may not deduct any claims of the User from any reclamations that it has on the User. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.
11. The previous paragraph does not apply to the consumer.

Article 15: Retention of title

1. All items supplied/to be supplied under the Agreement shall remain the property of the User until the Other Party has met all its payments obligations.
2. These payment obligations consist of payment of the purchase price of the items, increased by claims relating to work performed in connection with that delivery and claims due to shortcomings attributable to the Other Party, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. As long as the title is retained in the items, the Other Party may not pledge the items in any manner or bring items under the actual control of a financier.
4. The Other Party informs the User immediately in writing if third parties claim to have ownership or other rights to the items.
5. As long as the Other Party holds the items, it shall carefully store them as identifiable property of the User.
6. The Other Party arranges a business interruption or home contents insurance to ensure that the items delivered which are subject to retention of title are included in the policy. Immediately on the User's request he will give access to the insurance policy and any included proof of premium payments.
7. If the Other Party contravenes this article or if the User claims retention of title, the User and his employees may enter the Other Party's site and take possession of the items. This does not affect the User's right to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.

Article 16: Intellectual property rights

1. Unless parties agree otherwise or the nature of the delivered products requires otherwise, the User is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the (tailor-made work) items and documents delivered or produced by him in the context of the agreement. The exercise of these rights is explicitly and exclusively reserved to the User.
2. This means, among other things, that the Other Party may not:
 - a. use the documents delivered or produced by the User outside the context of the agreement, may not multiply them or provide them to third parties or allow inspection of them to third parties;
 - b. copy, change, reproduce and suchlike the items delivered or produced; without prior written permission of the User.
3. The Other Party guarantees that the documents and files provided by it to the User – and prints, copies and suchlike produced by the User in the framework of the services - shall not infringe any intellectual property right of any third party. It is liable for any damage that the User suffers because of such infringements and shall indemnify it against any claims from third parties.

Article 17: Right of retention

1. The User may suspend the provision/return of documents produced or treated by it for the Other Party - which it has in its possession within the framework of the agreement - until the Other Party has paid all due and payable claims in respect of that agreement.
2. The User is not liable for any damage - of whatever nature - arising from the right of retention exercised.

Article 18: Bankruptcy, loss of power to dispose of property, and suchlike

1. The User may terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding (parts of) its assets.
2. The Other Party shall always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Article 19: Force majeure

1. In the event of force majeure of the Other Party or the User, the latter may terminate the agreement by means of a written statement to the Other Party or suspend compliance with his obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to the User shall include: a non-culpable shortcoming by the User, a non-culpable shortcoming of third parties engaged by the User or other serious grounds on his part.
3. In any case force majeure applies to the User in the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of the User or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, import and export hindering measures and suchlike.
4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall be obliged to fulfill its obligations towards the User until that moment.

Article 20: Cancellation, suspension

1. If the Other Party wishes to cancel the agreement prior to or during the execution thereof, the User may require fixed damages from the Other Party to cover all expenses incurred and damage suffered due to termination, including any lost profit. At the option of the User and dependent on all work and/or deliveries made, these damages shall amount to 20 to 100% of the agreed price.
2. The Other Party shall indemnify the User against any third-party claims resulting from the cancellation.
3. The User may set off the damages due against all amounts already paid by the Other Party and possible counterclaims from the Other Party.
4. Should the execution of the agreement be suspended at the request of the Other Party, the costs incurred for the work and deliveries that are carried out, shall be immediately due and payable and the User will have the right to charge these to the Other Party. This also applies to all costs incurred, costs

resulting from the suspension and/or hours already reserved by the User prior to the suspension period at the moment of suspension.

5. Costs the User incurs as a result of resumed work and/or deliveries, are at the expense of the Other Party. If the execution of the agreement cannot be resumed after the suspension, the User may terminate the agreement by means of a written statement to the Other Party.

Article 21: Applicable law, jurisdiction

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes will be submitted to the competent court in the place where the User is established, although the User shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. Irrespective of the choice of the User, the Consumer will always retain the right to submit the dispute before the legally competent court. The Consumer must notify his choice to the User within a month after receipt of the summons.
5. If the Other Party is established outside the Netherlands, the User shall have the option to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: 28th of May, 2019