

- *The Dutch version of this document prevails. This means that in the event of doubt, the Dutch text shall be binding –*

**SUPPLEMENTARY GENERAL TERMS AND CONDITIONS OF MULTI-POST NEDERLAND B.V., A PRIVATE LIMITED LIABILITY COMPANY, AND ITS AFFILIATED COMPANIES**

**General**

In these Additional General Terms and Conditions and the Dutch ICT Terms and Conditions referred to below, the following terms shall have the following meanings:

*Supplier:* Multi-Post Nederland B.V. and its affiliated companies

*Customer:* Any person or legal entity who orders and/or buys goods and/or services from or via the Supplier

*Dutch ICT Terms and Conditions:* The Dutch ICT Terms and Conditions as filed with the Chamber of Commerce under number 30174840

All offers and contracts whereby the Supplier delivers goods and/or services of whatever nature and under whatever name to the Customer, shall be subject to the Dutch ICT Terms and Conditions filed with the Chamber of Commerce under number 30174840, with the exception of deviations and additions referred to in these Supplementary General Terms and Conditions.

**1. Identity of the Supplier**

Company name : Multi-Post Nederland B.V.  
Trading as : Multi-Post  
Place of business : Pieter Zeemanweg 175  
Telephone number : 0031 (0)78-6548222  
Opening hours : on business days from 08:00 – 18:00 hours  
E-mail address : info@multipost.com  
Ch. of Comm. number : 23067595  
VAT number : 8027.99.796.B.01

Company name : Multi-Post Services B.V.  
Trading as : Multi-Post  
Place of business : Pieter Zeemanweg 175  
Telephone number : 0031 (0)78-6548222  
Opening hours : on business days from 08:00 – 18:00 hours  
E-mail address : info@multipost.com  
Ch. of Comm. number : 23077261  
VAT number : 8027.99.796.B.05

Company name : Multi-Post Mail Systems B.V.  
Trading as : Multi-Post  
Place of business : Pieter Zeemanweg 175  
Telephone number : 0031 (0)78-6548222  
Opening hours : on business days from 08:00 – 18:00 hours  
E-mail address : info@multipost.com  
Ch. of Comm. number : 23071324  
VAT number : 8027.99.796.B.02

**2. Offers and contract**

In addition to Article 2 of the Dutch ICT Terms and Conditions, the following applies:

2.1 The sizes and data stated in specifications, drawings or other publications of the Supplier shall not be binding, unless expressly stated otherwise by the Supplier in writing. This does not, however, release the Supplier from its obligation to guarantee the stated dimensions and data. The Supplier therefore reserves the right to make minor dimensional differences or minor changes in construction or components.

2.2 Prices stated by the Supplier in specific offers are valid only for the period stated in the offer. In the absence of any indication to the contrary, the offer shall lapse after 30 calendar days unless an extension of the time frame is granted in writing.

2.3 A contract is only concluded with the Supplier when it has been confirmed in writing by the Supplier or if the Supplier has actually executed an order given by the Customer.

### **3. Prices**

In addition to Article 3.1 of the Dutch ICT Terms and Conditions, the following applies:

3.1 All prices are ex production location. Any costs of transportation, levies and taxes of local or national authorities, costs of conservation and preservation to facilitate the quality of the performance shall be borne by the Customer, unless otherwise agreed in writing.

In deviation from Article 3.5 of the Dutch ICT Terms and Conditions, the following applies:

3.2 The Supplier shall pass on any changes in wages or in the cost price of materials or raw materials, insofar as these are spent or used immediately in connection with the agreed performance and occur more than three months after concluding the contract, without any further surcharge.

3.3 If the Customer is required to make periodic payments, the Supplier shall be entitled to adjust the applicable prices and rates by means of a written notice at least one month in advance.

3.4 Price adjustments by the Supplier of more than 10% shall entitle the Customer to terminate the contract in writing within seven business days after notification of the price increase from the date of the price increase stated in the notice of the Supplier, or to cancel the contract.

3.5 Regardless of special reasons for a price adjustment, as stated above, all prices will be indexed/adjusted annually on 1 January in accordance with the Consumer Price Index (CPI) 2015=100 of Statistics Netherlands (*Centraal Bureau voor de Statistiek*), excluding payroll taxes and social security contributions. If the publication of this annual index is no longer available, the parties will agree on a price index which corresponds to it as far as possible or, – if no agreement is reached, – Statistics Netherlands or its legal successor will establish such a price index by means of a binding decision.

### **4. Payment period, complaints, security and inspection on delivery**

In addition to Articles 3.6 and 3.7 of the Dutch ICT Terms and Conditions, the following applies:

4.1 All amounts owed by the Customer must – unless otherwise agreed – be paid within 14 days after the invoice date without any right to discount, set-off or suspension. Complaints about an invoice must be made in writing to the Supplier within eight days of the invoice date, failing which the invoice shall be deemed to have been irrevocably accepted by the Customer. The claim shall be immediately due and payable in the event of the bankruptcy of the Customer or the grant - provisional or otherwise - of a suspension of payments to the Customer.

4.2 In the event of non-performance, late performance and/or incomplete performance, the Customer shall immediately be in default even without an explicit notice of default. The Supplier shall then be entitled, irrespective of the extent of the default, to pass on the claim and/or to terminate all current contracts with the Customer in whole or in part without judicial intervention and the Customer shall, in such case, be obliged to compensate the Supplier for all costs and damage incurred as a result. In the event of such extrajudicial termination, any credit granted shall furthermore lapse and all amounts owed by the Customer by reason of the other legal relationships shall be immediately due and payable.

4.3 If there are any doubts regarding the creditworthiness of the Customer, the Supplier shall at all times be entitled to request sufficient security for the fulfilment of its obligations prior to the delivery of the product or service or during the term of a contract. If the Customer fails to furnish the requested security within 14 days of the request, the Supplier shall be entitled to suspend its performance without being obliged to compensate the Customer for any damage incurred as a result.

4.4 The Customer shall be obliged to check all products and services delivered by the Supplier for correctness and conformity with the contract concluded within five days of delivery of the products and/or services concerned.

4.5 Any defect in the soundness or conformity of the products and/or services delivered must be reported to the Supplier no later than 14 days after delivery by means of written notice, failing which the Customer shall forfeit any right to a guarantee and any claim with respect to the quality of the products and/or services concerned.

4.6 The Supplier shall be entitled at all times to deliver a sound performance instead of an earlier faulty one, subject to the proviso that the default is irreparable.

4.7 The time limit for the written notice, as referred to above in Article 3.5, shall be extended if, according to standards of reasonableness and fairness, it can be considered unacceptably short under the circumstances, but only up to the first reasonable opportunity for the Supplier to investigate or notify.

4.8 Any right of the Customer based on the alleged fault of the products and/or services of the Supplier shall lapse if the product delivered or part of the product delivered is put into use, is processed or delivered to third parties, unless the written notice referred to above has been made in good time.

4.9 Any deviations of minor importance between products or services delivered and the original order cannot be grounds for rejection, a discount or termination of the contract or for compensation.

4.10 If any deviations do not reasonably have any influence or only a minor influence on the value in use of the products or services delivered, taking all circumstances into consideration, such deviations are always considered to be of minor importance.

4.11 In the case of bulk deliveries, deviations of less than 5% in the quantity of the delivery shall be deemed to be of minor importance.

## **5. Retention of title**

In addition to Article 8 of the Dutch ICT Terms and Conditions, the following applies:

5.1 The Customer irrevocably authorises the Supplier, in execution of its retention of title, to take possession of the goods/products delivered by the Supplier as its property and to enter the premises/site of the Customer for that purpose.

## **6. Risk transfer**

In addition to Article 9.1 of the Dutch ICT Terms and Conditions, the following applies:

6.1 The risk transfer provision of Article 9.1 of the Dutch ICT Terms and Conditions is applicable, unless explicitly agreed otherwise in writing.

## **7. Delivery times and time limits**

In addition to Articles 14.1 and 14.2 and in deviation from Article 14.3 of the Dutch ICT Terms and Conditions, the following applies:

7.1 Delivery times and time limits are approximate only. Exceeding a delivery time limit by the Supplier does not entitle the Customer to compensation for any damage suffered as a result or to terminate the contract unless the Customer indemnifies the Supplier with regard to the consequences of such termination.

7.2 If the Supplier is dependent on information and/or data to be provided by the Customer for the performance of a contract, the delivery time and time limits shall be extended by a period equal to the period during which the Customer failed to provide the required information plus two weeks.

7.3 If the Customer indicates to the Supplier that it will purchase a certain quantity of services and/or products in a certain period, the Supplier shall be deemed to have reserved capacity for this. If the Customer is subsequently in default for more than 60 days with regard to the provision of information and/or data necessary for the delivery of such services and/or products, the Supplier shall be entitled to charge the Customer the full costs and/or loss of turnover for the reserved capacity.

## **8. Liability**

In deviation from Articles 16.1 and 16.5 of the Dutch ICT Terms and Conditions, the following applies:

8.1 The Supplier shall not be liable for any indirect loss, consequential loss such as loss of turnover, etc. suffered by the buyer/the other party or any other damage for which the Supplier might be held liable pursuant to the law, except for damage caused by the gross negligence or intent of the Supplier, subject to the following.

8.2 If the Supplier, with due observance of the above, is obliged to pay compensation, such compensation shall in all cases be limited to the following:

A. If it concerns a contract for the delivery of products/goods by the Supplier:

In this case the Supplier shall only be obliged to replace the faulty products/goods concerned. Or, if replacement delivery under the circumstances, in all reasonableness and fairness, no longer serves any purpose for the Customer, to repay what the Customer paid to the Supplier for the faulty products/goods concerned.

B. If it concerns a contract for the delivery of products/goods by the Supplier: to reimburse the Customer for the amount paid to the Supplier in respect of the faulty services concerned.

## **9. Force majeure**

In deviation from Article 17.2 of the Dutch ICT Terms and Conditions, the following applies:

9.1 Either party shall be entitled to rescind the contract in writing if a situation of force majeure persists for more than 90 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

## **10. Forum**

In deviation from Articles 20.2 and 20.4 of the Dutch ICT Terms and Conditions, the following applies:

10.1 In the event that either party considers a dispute to exist the parties shall endeavour to reach an amicable solution at the first request. In the absence of an amicable solution, all disputes shall be settled by the competent court of the district in the place of business of the Supplier. However, the Supplier reserves the right to also submit any disputes to the competent court in the place of business of the Customer.

## **11. Guarantee**

In deviation from Articles 34.1 and 62.1 of the Dutch ICT Terms and Conditions, the following applies:

11.1 The time limit of 'three months' referred to in Articles 34.1 and 62.1, shall read 'seven days'.

## **12. Specific services**

With regard to the specific activities of the Supplier mentioned below, the provisions stated therein shall apply to the relationship between the Supplier and the Customer, without prejudice to the applicability of the Dutch ICT Terms and Conditions and the provisions stated above. In the event of a conflict between the provisions mentioned in relation to specific services and the aforementioned general provisions, the text mentioned below shall prevail.

## **13. Print and Mail**

13.1 Print and Mail means the processing by the Supplier of materials and data provided by the Customer to the Supplier, preparing them for posting and sending them on behalf of the Customer.

13.2 All data to be processed by the Supplier shall be prepared and delivered by the Customer in accordance with conditions to be specified by it. Unless otherwise agreed, the Customer will deliver the data to be processed to the site where the processing will be performed. Transportation shall at all times be at the expense and risk of the Customer, even if this is carried out – if necessary – by the Supplier.

13.3 The Customer guarantees that all materials, data, systems, procedures and instructions made available by it to the Supplier for the execution of the Services are always correct and complete and that all data carriers provided to the Supplier meet the required specifications.

13.4 If the sending of post requires compliance with special regulations of the carrier or the authorities, the Supplier shall be entitled to make the necessary provisions for the post and to charge the Customer for any additional costs resulting therefrom.

## **14. Card production**

14.1 Card production means the application by the Supplier of images/artwork/data on cards provided by the Supplier based on functionality determined by the Customer and the technical requirements of the Customer, as well as the addition of specific software and identification data provided by the Customer to these cards and the documents accompanying the cards, and the subsequent dispatch of the cards to the Customer or the dispatch directly to the end user of the cards as designated by the Customer.

14.2 Without prejudice to the foregoing, the Supplier does not accept liability for any damage caused by the inadequacy of the data provided by the Customer. The liability of the Supplier, in the event of defective cards produced by it, shall be limited to replacing the cards concerned.

## **15. Helpdesk/card management**

15.1 Helpdesk/card management means the provision by the Supplier, in accordance with a specific protocol agreed with the Customer, of first-line support, including telephone support, in respect of questions/problems regarding card use of the Customer and end users of the Customer.

15.2 The helpdesk employees of the Supplier are deemed to be directly authorised by the Customer to answer the questions of employees of the Customer to the best of their knowledge on behalf of the Customer. The Supplier does not, however, accept liability – unless otherwise agreed in writing – for advice provided by individual helpdesk employees and the manner in which such advice is carried out, or for the dispatch of any replacement cards at the request of the Customer.

## **16. Consultancy**

16.1 Consultancy work means the provision by the Supplier, for payment, of advice to the Customer on how to set up a card infrastructure.

16.2 Without prejudice to what has been agreed in a specific contract with the Customer, any travel delays and waiting times shall be at the expense of the Customer in accordance with the agreed consultancy rate.

16.3 Upon request, the Customer undertakes to provide the Supplier with all information necessary for the advice of the Supplier. The Supplier undertakes to ensure that the information provided to the Supplier in connection with the business operations of the Customer is treated in the strictest confidence, is kept secret, is not disclosed to or used by third parties and is only used for the purpose for which it was made available. In the event of a breach of this obligation, the Customer is entitled to terminate the consultancy contract without the right to any further compensation.

## **17. Document Solutions**

17.1 Document solutions means providing advice/an offer either separately or in the context of a planned purchase/sale of machines with regard to document processing and financing.

## **18. Web shop**

18.1 The web shop of the Supplier is an online shop and order system via the website [www.multipost.com](http://www.multipost.com), through which a distance contract can be concluded between the Supplier and the Customer with regard to products, digital content and/or services of the Supplier.

These Supplementary General Terms and Conditions were filed at the registry of the Rotterdam District Court on 19 April 2018 under deed number 22/2018.