

TERMS AND CONDITIONS OF TRADE OF MAESTRO GESTION EDITION

1. Definitions In these Terms of Trade:

“Account” means the Customer’s account with the Vendor.

“Customer” means the person or entity making the application or any person acting with ostensible authority on behalf of the Customer.

“MAESTRO Non-Production Days” are days in which the production hub is non-operational. (i.e. these days may have an impact on delivery turnarounds at times like Christmas and public holidays).

“Goods” means goods supplied by the Vendor to the Customer at any time.

“Guarantor” means any party executing a Guarantee of the Customer's Account with the Vendor.

“Order” or “Orders” means the order or orders of the Customer to the Vendor to supply Goods and Services.

“Services” means services supplied by the Vendor to the Customer at any time.

“Vendor” means the MAESTRO GESTION EDITION.

“Working Days” means Mondays to Fridays, with the exception of statutory public holidays and including provincial anniversary holidays pertaining to the region in which the MAESTRO GESTION EDITION operates.

2. Orders

Orders will be on such forms as the Vendor may require from time to time.

3. Acceptance

Each Order shall constitute acceptance by the Customer of these Terms and Conditions of Trade.

In the event of cancellation of an order, the Vendor reserves the right to invoice the costs incurred, in particular the raw materials supplied, and to claim compensation corresponding to a minimum of 10% of the amount of the order.

In the absence of an Order drawn up in due form, the acceptance of the Drawing Order or Plotter by the Customer constitutes acceptance of the quotation proposed by Vendor.

4. Price variation

Price estimates are based on the Vendor’s current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance, where such amendment is required in order to meet any rise in such costs. The value of paper shall be calculated to date.

Transport shall be calculated (unless otherwise specified) for normal delivery. In case of express delivery, delivery with hatchback truck, delivery in storey buildings, a supplementary fee shall be charged.

5. Preliminary work

All work carried out, whether experimentally or otherwise, at Customer’s request shall be chargeable.

6. Copy

Where any additional work of whatever nature is necessary as a result of copy supplied by a customer not being clear and/or legible, the Vendor shall be entitled to make additional charges on a time and materials basis to cover such additional work.

7. Proofs

Proofs of all work may be submitted for customer's approval and the Vendor shall incur no liability for any errors not corrected by the customer in proofs so submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to the Vendor's discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.

8. Copyright and Intellectual Property

a. Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by the Vendor shall vest in and belong to the Vendor. The Vendor may use any artwork or printing produced by itself for the purposes of promoting itself and/or its affiliates. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials ("Materials") prior to instructing the Vendor to reproduce the same. The customer shall indemnify and hold the Vendor and its affiliates, agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by the Vendor infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.

b. All design, text, illustrations, graphics, photographs, diagrams, drawings, logos and the selection and arrangement thereof, and all source code and all other material content of any Website owned, controlled or operated by MAESTRO GESTION EDITION and its affiliates are the intellectual property of MAESTRO GESTION EDITION or its content providers and as between MAESTRO GESTION EDITION and the customer all intellectual property rights (including all copyright) arising out of or connected with such content shall belong to MAESTRO GESTION EDITION. No reproduction of any part is allowed without written permission.

9. Company imprint

Unless otherwise specifically requested in writing any work may carry the MAESTRO GESTION EDITION imprint which will be positioned at the Vendor's discretion.

10. Delivery and payment

Turnaround is measured in Working Days. For orders made on a Guaranteed Turnaround service (being orders guaranteed to be ready within a certain period (the "Guaranteed Period")), delivery (as more particularly described in paragraph 10(b) below) will be made no later than 6pm on the last Working Day of the Guaranteed Period. Should the Vendor fail to deliver within the Guaranteed Period, a service 'credit' will be awarded up to the value of the order in question (redeemable against future orders within 6 months of issue of the Credit in question) (the "Credit"). The customer will still be obliged to pay in full for the order in respect of which delivery was late, including any of the sums charged specifically for the provision of the Guaranteed Turnaround Service ("the Premium Charges"). Where the late delivery is as the result of the action or inaction of a third party, such as a carrier, the Vendor, at their absolute discretion, may elect to extend the Turnaround by the corresponding time and the customer shall not be awarded a Credit during this time. In addition:

- a. These services rely on the customer not delaying the progress of the order in any way (which delays include but are not limited to the customer not returning proofs by the time specified by the Vendor or failing to make payment by the time such payment is due) (a “Customer Delay”). In the event of a Customer Delay the customer shall not be awarded a Credit and the customer shall still be obliged to pay the Premium Charges but the Vendor shall not be bound to deliver within the Guaranteed Period.
- b. Delivery of work by the Vendor shall be deemed to take place upon collection of the work by the customer (where the customer is obliged to collect the work) or (where the Vendor is obliged to deliver the work) actual delivery of the work to the customer by the Vendor. Where the customer is obliged to collect the work, customer’s failure to collect the work on the day on which the Vendor is contractually obliged to have it ready for collection shall be classed as a Customer Delay. Where the Vendor is obliged to deliver the work to the customer but the customer provides the Vendor with incomplete or incorrect delivery information or is not available to accept delivery, then provided that the Vendor has used reasonable endeavors to deliver the work to the customer, a failed delivery shall be classed as a Customer Delay.
- c. Unless otherwise specified the price quoted is for collection of the work from the Vendor or its affiliate and representative/subcontractor. A charge may be made to cover any extra costs involved for delivery to a different address.
- d. Should expedited delivery be agreed the Vendor shall be entitled to make additional charges on a time and materials basis to cover any overtime or any other additional costs involved, including without limitation, the cost of couriers or special delivery post.
- e. Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days or more the Vendor shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- f. Risk of loss or damage to work completed by the Vendor shall pass to the customer on delivery. Notwithstanding delivery and the passing of risk in the work to the customer, ownership of and title to the work shall not pass to the customer and shall be retained by the Vendor until the Vendor has received payment in full in respect of the work.
- g. In the unlikely event that the Vendor deems it necessary to re-print work, the Guaranteed Period shall recommence from the time of the Vendor’s confirmation to the customer of its agreement to reprint the work.
- h. Unless otherwise specified, payment for all Goods and Services shall be made no later than:
(i) on completion for non-account Customers;
(ii) the 45th day following invoice for account Customers.
- i. The Vendor may, at its sole discretion, require payment of a deposit at least 50% tax inclusive by the Customer prior to processing any Order.
- j. An administration fee may be charged on all overdue amounts in addition to any other charges pursuant to this clause.
- k. Interest will accrue on all amounts overdue in accordance with the latest ECB refinancing rate, plus 10 points, calculated *pro rata temporis* on the sums remaining due.
- l. All costs of or incurred by the Vendor as a result of a default by the Customer including but not limited to administration charges, debt collection costs and legal costs as between lawyer and client shall be payable by the Customer.
- m. If the Customer defaults in any payment or commits any act of bankruptcy or any act which would render it liable to be wound up or if a resolution is passed or proceedings are filed for the winding up

of the Customer or if a receiver is appointed for all or any assets of the Customer, the Vendor may cancel any Order without prejudice to any other rights it may have and payment for all completed Orders shall immediately become due.

n. The fact that Customer has lodged a complaint does not entitle him/her to defer the total payment to a different date.

o. No discount may be accorded by the Vendor to the Customer for advance payment.

11. Variations in quantity

Every endeavor will be made to deliver the correct quantity ordered. However, some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations are immaterial, and that the Vendor shall have no liability in respect of such variations. **Unless otherwise specified, the tolerance set by the Vendor and accepted by the Customer shall be +- 5% for orders under 3,000 copies, and +- 3% for orders exceeding 3,000 copies.** For other variations the Vendor's entire liability will be to award a Credit as solely determined by the Vendor.

12. Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Vendor and the carrier within three clear days of delivery (or, in the case of non-delivery within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to the Vendor and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to the Vendor within 28 days of delivery. The Vendor shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

13. Limitation of Liability

a. The Vendor's liability to the Customer shall be limited to the value of the Order supplied.

b. Except as otherwise provided herein, the Vendor shall not be liable for any loss or damage of any kind whatsoever, arising from the supply of Goods and Services by the Vendor to the Customer including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by the Vendor to the Customer.

d. The Customer shall indemnify the Vendor against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of the Vendor or otherwise, brought by any person in connection with any matter, act, omission, or error by the Vendor its agents or employees in connection with the Goods and Services.

14. Customer's property

The customer's property and all property supplied to the Vendor by or on behalf of the customer shall while it is in the possession of the Vendor or in transit to or from the customer be deemed to be at the customer's risk unless otherwise agreed and the customer should insure such property accordingly. Where a customer fails to collect work within 20 working days from notification to the customer of completion of the work, the Vendor shall be entitled, at its discretion, to either store the work until actual delivery or collection is made and charge the customer for the costs (including insurance) of storage or to destroy such work (provided that the customer shall nevertheless remain liable for payment in respect of the relevant order).

15. Materials supplied by the customer

The Vendor may reject any paper, plates or other materials supplied or specified by the customer which it considers to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Vendor in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

a. The Vendor shall have no liability in respect of any work being of less than reasonably satisfactory quality as a result of defects in or the unsuitability of materials supplied or specified by the customer.

b. The Vendor shall assume that quantities of materials supplied shall be adequate to cover normal spoilage accordingly if the quantities of materials supplied are not sufficient to cover normal spoilage ("an Insufficient Supply") then the Vendor shall have no liability for any shortfall in quantity to the extent that such shortfall arises as a result of such Insufficient Supply.

16. Illegal matter

The Vendor shall not be required to print any matter which in its opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights or any third party. Without prejudice to the foregoing above, the customer shall indemnify and hold the Vendor harmless against all claims, demands, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer order being or alleged to be defamatory.

17. Full color printing

All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that, the Vendor shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by Vendor or other party) or any other materials supplied by the customer and the printed article the subject of the customer's order.

18. Data Protection

By placing an order with the Vendor, the customer consents to its details being passed on to partners accounting and marketing purposes. The details will be kept by our factories even after the customer's trading relationship with the Vendor has terminated. Factories and the Vendor may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer previously and any others matters that GRAFICHE ANTIGA or the Vendor considers may be of interest to customers.

19. Taxes and Duties

Unless expressly included in any quotation given by the Vendor, Goods and Services Tax and other taxes and duties assessed or levies in connection with the supply of the Goods and Services to the Customer are not included in the price and shall be the responsibility of the Customer or, where the payment of such taxes or duties is the responsibility of the Vendor at law, the price shall be increased by the amount of such taxes or duties.

20. Payment Allocation

The Vendor may in its discretion allocate any payment received from the Customer towards any invoice that the Vendor determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Vendor may reallocate any payments previously received and allocated. In the absence of any payment allocation by the Vendor, payment shall be deemed to be allocated in such manner as preserves the maximum value of the Vendor's purchase money security interest in the products.

21. Errors or Omissions

Clerical errors or omissions, whether in computation or otherwise in the quotation, acknowledgement or invoice shall be subject to correction.

22. Risk

From the time of dispatch to the Customer by the Vendor, risk in all Goods supplied shall pass to the Customer and any loss, damage or deterioration to the Goods shall be borne by the Customer. The Customer shall notwithstanding any loss, damage or deterioration to the Goods remain liable to pay for the Goods.

23. Ownership/General Lien

- a. The Vendor shall retain ownership of all Goods supplied until it receives payment in full of all amounts owing by the Customer for all Orders.
- b. If any of the Goods are incorporated in or used as material for other goods before payment is made ownership in the whole of the other goods shall be and remain with the Vendor until payment is made.
- c. The Vendor shall have a right to stop and retrieve the Goods in transit whether or not ownership has passed.

24. Ownership

Until payment is made by the Customer, the Customer agrees to:

- a. enable the Goods to be readily identifiable as the property of the Vendor;
- b. hold the Goods as trustee for the Vendor and will deal with the Goods as agent for and on behalf of the Vendor (but will not hold the Customer out as an agent to any third parties);
- c. if the Goods are resold, the proceeds of resale will belong to the Vendor and the Customer shall keep the proceeds of sale in a separate account for which separate records are kept.

25. Merger with Other Goods

If the Goods are attached, fixed or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the products and services shall remain with the Vendor until the Customer has made payment for all Goods and where those Goods are mixed with other property so as to be part of or constituent of any new goods title to those new goods shall be deemed to be assigned to the Vendor as security for the full satisfaction by the Customer of the full amount owing by the Customer to the Vendor.

26. Recovery of Goods

- a. In the event of nonpayment or if payment of the Customer's Account is overdue the Vendor shall be entitled without prejudice to any right it has at law or in equity to enter the place where the Goods are stored whether at the Customer's premises or property or the premises or property of a third party for the purpose of recovering and taking possession of the Goods supplied.
- b. The Customer warrants to the Vendor that where the Goods are stored on the premises or property of a third party the Customer is acting as agent for the third party and has the full authority of the third party to authorise entry on to the premises or property of the third party for the purpose of recovering the Goods supplied without releasing the Customer from liability.
- c. The Vendor will not be responsible for any damage reasonably caused in the course of removal of Goods supplied either in the possession of the Customer or a third party and the Customer indemnifies the Vendor to the full extent in respect of damage caused in the course of removal from the property of a third party.

d. The Vendor may resell the Goods and apply the proceeds towards payment of the Customer's outstanding Account with the Vendor. Any shortfall will remain the liability of the Customer. The Customer indemnifies the Vendor for all costs and expenses including legal costs as between lawyer and client which the Vendor may incur in recovering the Goods and any monies owed to it.

27. Warranties

Unless otherwise specified, the Vendor gives no warranty express or implied as to the quality, description or fitness for any particular purpose of the Goods and Services.

28. Compliance

The Customer shall be solely responsible for obtaining any necessary permits under and for compliance with all legislation, regulations, bylaws or rules having the force of law in connection with the installation operation and provision of the Goods and Services.

29. Cancellation

The Customer shall not be entitled to cancel an Order other than as allowed pursuant to these Terms and Conditions of Trade.

In the event of such cancellation of an order, Vendor reserves the right to invoice the costs incurred, in particular the raw materials supplied, and to claim compensation corresponding to a minimum of 10% of the amount of the order.

30. Returns

The Customer shall not be entitled to return Goods or cancel an Order other than as allowed pursuant to these Terms and Conditions of Trade.

31. Security Interest

The Customer gives the Vendor a Security Interest in all of the Customer's present and after acquired property that the Vendor has performed services on or to or in which goods or materials supplied or financed by the Vendor have been attached or incorporated.

32. Events of Default

All payments shall become immediately due to the Vendor and the Vendor may at its option suspend or terminate these Terms and Conditions of Trade and/or exercise any of the remedies available to it under these Terms and Conditions of Trade in the event that:

- a. a receiver is appointed over any of the assets or undertaking of the Customer;
- b. an application for the appointment of a liquidator is filed against the Customer which remains unsatisfied for a period of 10 days, or any of the conditions necessary to render the Customer liable to have a liquidator exist, or a liquidator is appointed;
- c. the Customer goes into voluntary liquidation, amalgamates with another company or acquires its own shares in accordance with the French Code de Commerce;
- d. the Customer suspends payments to its creditors or makes or attempts to make an arrangement or composition or scheme with its creditors; or
- e. the Customer becomes insolvent within the meaning of the insolvency law of France or is, becomes, or is presumed to be unable to pay its debts as they fall due as defined in the French *Code de Commerce* or commits any act of bankruptcy.

33. Authority to Sell Goods and Services Supplied

Notwithstanding that title in all Goods and Services is retained by the Vendor, the Customer is authorised to sell the Goods and Services in the ordinary course of business provided that the authority

may be removed by written notice if the Vendor considers the credit of the Customer to be unsatisfactory or if the Customer is in default in the performance of its obligations to the Vendor and shall be deemed automatically revoked if the Customer commits any act of bankruptcy or any act which would render it liable to be wound up or if a resolution is passed or proceedings are filed for the winding up of the Customer or a receiver is appointed for all or any assets of the Customer.

34. Sale of Goods and Services Supplied

- a. Where Goods and Services in respect of which property has not passed to the Customer are sold by the Customer in the ordinary course of business, the book debt created on the sale and the proceeds of sale when received shall be held by the Customer for the Vendor.
- b. Where any proceeds of sale are placed in the Customer's bank account the funds in the Customer's bank account shall be deemed to be held on trust for the Vendor to the extent of proceeds of sale.
- c. Where any payments are made from the Customer's bank account otherwise than to the Vendor payment shall be deemed to have been made from all other funds in the Customer's bank account and not from funds held on trust for the Vendor .
- d. The trust obligation imposed by this clause shall continue for so long as the Vendor is unpaid for all Goods and Services supplied to the Customer.

35. Security

Without prejudice to such other rights as the Vendor may have pursuant to these Terms and Conditions of Trade, the Vendor reserves the right to request from the Customer such security as the Vendor may from time to time think desirable to secure to the Vendor all sums due to the Vendor and may refuse to supply further Goods and Services to the Customer until such security is given.

36. Suitability of Goods and Services

The Customer must satisfy itself that the Goods and Services as ordered are fit and suitable for the purpose for which they are required. The Vendor makes no warranties or representation and expressly negates any implied or expressed condition that the Goods and Services will be suitable for a particular purpose or use for which the Customer may use them. The Customer accepts all risk and responsibility for consequences arising from the use of the Goods and Services whether singularly or in combination with other Goods and Services.

37. Dimensions and Specifications

- a. Dimensions and specifications contained or referred to in any Order, catalogues, brochure or other publications maintained or issued by the Vendor are estimates only.
- b. Unless otherwise expressly agreed in writing, it is not a condition of these Terms and Conditions of Trade or any Order that the Goods and Services will correspond precisely with such dimensions and specifications and customary tolerances or in the absence of customary tolerances, reasonable tolerances shall be allowed.

38. Electronic Images and/or Files

It is the customers responsibility to retain a copy of any electronic image or file supplied by the customer to the Vendor. The Vendor is not responsible for accidental damage to any electronic material supplied and such material is held at the customer's risk. The Vendor may charge for any additional translating, editing or programming needed to utilise customer supplied files or images and such charges shall be in addition to the quoted price. Subject to clause 14 the customer's own electronic records shall remain the property of the customer.

39. Personal Guarantee of Company Directors or Trustees

If the Customer is a Company or Trust, the Director(s) or Trustee(s) signing this contract, in

consideration for the Vendor agreeing to supply Goods and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally guarantee as principal debtors to the Vendor the payment of any and all moneys now or hereafter owed by the Customer to the Vendor and indemnify the Vendor against nonpayment by the Customer. Any personal liability of a signatory hereto shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in these Terms and Conditions of Trade. The signatories and the Customer shall be jointly and severally liable under these Terms and Conditions of Trade and for payment of all sums due hereunder.

40. Assignment

- a. The Customer shall not assign all or any of its rights or obligations under this contract without the written consent of the Vendor.
- b. The Vendor is entitled at any time to assign to any other party all or any part of a debt which is owing to the Vendor.
- c. The Vendor may also assign or subcontract any part of the work which is to be performed under any contract.
- d. In respect of any assignment by the Vendor pursuant to this clause, the Assignee shall be entitled to the full rights of the Vendor.

41. Disputes

Any dispute of any nature whatsoever relating to the sales and these terms and conditions shall first of all be resolved through amicable settlement and good offices failing which it shall come under the exclusive jurisdiction of the Commercial Court of Lyon, France.

42. Validity

If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

43. Changes of General Terms and Conditions

- a. The Vendor may at any time refuse an order by the Customer or decline to approve any application by the Customer for any reason whatsoever.
- b. The existence of an account by the Customer with the Vendor does not automatically entitle the Customer to credit in the future.
- c. Failure by the Vendor to enforce any of the terms and conditions contained in these Terms and Conditions of Trade shall not be deemed to be a waiver of any of the rights or obligations the Vendor has under these Terms and Conditions of Trade.
- d. The Vendor may from time to time by written notice to the Customer amend, add to or repeal the trading conditions covered by this Agreement or may substitute any fresh trading conditions and such amendment, addition or substitute trading conditions shall be binding on the Customer fourteen days after the date of delivery of the notice.

44. Force Majeure

The Vendor shall not be liable to the Customer or its affiliates, representatives and assigns for any breach of these Terms and Condition of Trade by any extraordinary occurrences which are beyond the reasonable control of the Vendor

Occurrences may include, and by no means exhaustively, total or partial strikes, epidemics, pandemics, accidents, riots, state of war, sabotage, fire, frost, floods, transport interruptions, difficulties in the supply of raw materials or fuels, disruption in supply chains, and any case of force majeure which causes the Vendor to delay or cancel all or part of the order whose execution has been suspended or interrupted. .

If the event should last more than thirty days from the date of its occurrence, the Order may be terminated by the most diligent party, in writing, without either party being able to claim damages.

45. Entire Agreement

These Terms and Conditions of Trade constitute the entire agreement and supersede and extinguish all prior agreements and understandings between the Vendor and the Customer.

46. Other Agreements

If there is inconsistency between these Terms and Conditions of Trade and any order submitted by the Customer or any other arrangement between the Vendor and Customer, these Terms and Conditions of Trade prevail unless otherwise agreed in writing by the parties.

47. Governing Law

These Terms and Conditions of Trade will be interpreted in accordance with and governed by the laws of France and the Commercial Court of Lyon France shall have exclusive jurisdiction over any dispute in relation to the Goods and Services.