

## General provisions

All forms of sale and delivery of goods and services as well as service agreements by and from Agfa N.V. (hereinafter referred to as "Agfa") are subject to the general and specific provisions stipulated below, unless otherwise agreed in writing by and between the customer and Agfa.

## 1. Terms and conditions of pricing and payment:

Goods and services shall be delivered against cash payment. Delivery shall be made at the prices in effect on the date of delivery. In case of price changes, all orders being processed shall be filled at the new prices. After Agfa's credit approval of the customer, payment shall be received by Agfa within thirty (30) days of the invoice date.

The time of payment for service agreements is thirty (30) days. The periodic fee and any additional charges related to service agreements will be invoiced in advance of the applicable payment period. Agfa shall be entitled at all times to demand adjustments of the annual fee if Agfa considers that price trends motivate such adjustment. In case of changes to the delivered equipment, e.g. by installing peripheral equipment or carrying out other additions or reconstructions, the fee will be adjusted to reflect the change carried out.

Where payment is not received on time, Agfa shall be entitled to charge default interest corresponding to 2% per month of the amount concerned by the delay, however at least DKK 100.00. The customer shall not be entitled to withhold any part of the payment as security for the satisfaction of any demands.

Notwithstanding any agreements stipulating otherwise, Agfa may always demand satisfactory guarantee for payment at one day's notice. Agfa shall not be liable for any costs in this regard.

## 2. Force majeure:

If Agfa is prevented from performing the Agreement due to circumstances beyond the control of Agfa, such as labour conflicts, faults of or delays in deliveries from external suppliers, accidents and other circumstances beyond the control of Agfa, Agfa may postpone the delivery or the service indefinitely or cancel the order without notice. Claims for compensation may not be filed against Agfa.

## 3. Applicable law and venue:

The conclusion of this Agreement, its legal effects and any ensuing legal relationships shall be governed by Danish law, with the exception of Danish conflicts of law rules. The venue shall be the home court of Agfa, branch of Agfa NV.

## 4. Assignment:

Agfa shall be entitled to assign Agfa's rights and/or obligations to a third party. The customer shall not be entitled to assign his rights in relation to Agfa without Agfa's approval.

## 5. Changes and addenda:

Any changes or addenda to the present provisions and the service agreement as well as termination of the service agreement shall be in writing.

## 6. Special provisions for the sale and delivery of goods and services

## Installation:

Any installation of the items sold in connection with the sale and delivery of goods and services shall be carried out by Agfa unless otherwise agreed in writing. Agfa shall only be liable for the equipment and for its correct installation.

The customer shall, at his own expense, initiate the preparatory work, including ensuring the following:

- 6.1. necessary connections for electricity, ventilation, water, drains, compressed air;
  - 6.2. free and unrestricted access to the actual room where the installation is to be made, legally and expeditiously;
  - 6.3. sufficient assistance at the installation site during and outside normal business hours;
  - 6.4. all requisite measures for bringing the delivered product into place at the utilisation site; and
  - 6.5. any official certification or permission required. The customer shall generally be responsible for any official approvals, the usability of the delivered product at the customer's company, humidity and temperature conditions, etc.
  - 6.6. Installation shall be considered effected when Agfa assesses that the sold items are ready for use. Where a handover meeting has been agreed, installation shall be considered effected notwithstanding whether the equipment is put into service. In case of a delay due to factors involving the customer, installation shall be considered effected when the handover meeting could have taken place in Agfa's assessment.
7. Right of title:  
Agfa shall retain the right of title to the items sold until the entire purchase price has been paid. In the case of software sale, only the right to use the software is sold. Software shall always remain the property of Agfa. It must be treated as confidential and may not, without the approval of Agfa, be copied, reproduced or disclosed to any third party. Until the right of title passes to the customer, the customer shall take care of the product and may not change the sold items in any way.  
The customer shall also take out and maintain insurance for the product until the entire purchase price has been paid.

## 8. Technical documentation:

All information stated about the design and specifications of the ordered equipment is subject to any changes Agfa may have introduced before delivery to the customer.

All drawings, technical documents or other technical information concerning the sold items or their manufacture, which is given to the customer, shall belong to Agfa. Such material may not, without the written consent of Agfa, be disclosed to any third party, copied, reproduced or used for any purpose not approved in writing by Agfa.

## 9. Delivery time and quantity:

A delivery time stated by Agfa runs from the day on which a binding agreement is concluded and refers to the time of delivery from Agfa. Agfa shall not be liable for delayed delivery unless expressly agreed. The customer shall only be entitled to rescind the purchase where the customer has submitted a written notice to Agfa to the effect that the customer wishes to rescind the agreement and where Agfa has failed to deliver within 14 days from the agreed time of delivery. In this case, the customer shall not be entitled to claim compensation from Agfa unless Agfa is guilty of gross negligence.

In case of delivery of consumables that are not stocked by Agfa but procured subject to order, Agfa shall be entitled to deliver a quantity which deviates by no more than 10% from the quantity agreed. Agfa shall be entitled to effect partial deliveries, subject to the discount and transport terms applying to the underlying invoice.

## 10. Transportation:

Agfa decides on the means of transport to be used. The goods are shipped at the risk of Agfa everywhere in Denmark, exclusive of Greenland and the Faroe Islands, notwithstanding whether Agfa pays for the transport and notwithstanding the means of transport. Agfa reserves its right to add an environmental surcharge per order. Return of goods for crediting, repair or other action shall be at the risk and expense of the sender.

## 11. Complaints:

The customer is under an obligation to examine the delivered goods upon receipt. In case of defects, the customer shall immediately inform Agfa of this in writing. Agfa's liability is limited to defects cited by the purchaser immediately after they are or should have been discovered. Claims in respect of defects become statute-barred 6 (six) months after delivery. The complaint deadline shall run from the time when Agfa surrenders the goods for transport to the customer or, in the alternative, the time when the hand-over meeting has or could have taken place.

## 12. Cancellation/return:

Cancellation and/or return of ordered/delivered products shall not be made without the written consent of Agfa. Agfa reserves the right to deduct an amount when crediting an approved return.

## 13. Faults and liability:

Where any fault is discovered in the item sold, and a complaint has been registered on time, Agfa shall be entitled to remedy the fault within normal business hours or to replace the item delivered. The customer may not rescind the purchase, require a replacement, demand a proportionate deduction in the purchase price or claim compensation unless Agfa is guilty of gross negligence.

Where any fault for which Agfa is liable is not remedied and replacement delivery is not effected, Agfa shall be entitled to cancel the agreement concluded by notifying the customer of this in writing whereby Agfa takes back the equipment sold in return for refunding the purchase price paid. The customer shall not be entitled to file any additional claim. Where the customer has registered a complaint and it turns out that no fault exists for which Agfa is liable, the customer shall pay Agfa for Agfa's work in accordance with Agfa's prices in force at the time in question. Agfa shall not be liable for faults outside the product's field of application. Agfa shall not be liable for faults caused by the customer's use of the product sold with another type of equipment that affects the operation of the product. The same shall apply where the customer has made any changes to or intervention in the product or its installation which are not in accordance with Agfa's directions. Likewise, Agfa shall not be liable where the customer has used the product erroneously and failed to observe Agfa's directions for use. Agfa shall not be liable for normal wear and tear arising from the use of the products.

## 14. Liability for damage:

Agfa compensates damages caused by defects in Agfa's work or the products offered by Agfa if Agfa is guilty of gross negligence or willful misconduct. Agfa shall in no way be liable for loss of production, operating losses, lack of profit, loss of data or any other indirect loss. Agfa's liability shall be limited to an amount that does not exceed the invoiced value of the item delivered.

## 15. Software:

In accordance to these terms and conditions, special terms for software shall apply which are either attached to this agreement, enclosed in the packaging of the software or approved in the software. In case of conflict between the terms, the separate terms shall apply.

## 16. Goods intended for resale:

When purchasing goods intended for resale, the customer shall be entitled to:  
resell the goods in the original packaging. Markings, etc., on the packaging may not be covered, changed or removed;  
comply with any restrictions applying to machines, parts and software; and refrain from exporting the goods or reselling them with a view to export to countries outside the EU.

## 17. Special provisions for service agreements

## 17.1. General maintenance of machinery:

The customer shall be liable for usual maintenance of the machine, such as cleaning, filling of consumables, etc. Where the customer neglects the obligations indicated, the customer will be debited an extra amount for any further services deemed necessary by Agfa due to the neglect.

## 17.2. Replacement of parts and components:

Within the framework of the service agreement, Agfa will replace defective parts of the equipment with operational parts if the defective part was delivered by Agfa, and the defect was caused by common wear and tear or circumstances for which Agfa is liable. The replaced parts shall belong to Agfa. Consumables, including toner/ink, developer, drums, cylinders, tape, printheads, bulbs, lamps and transportbelts are **not** included in the agreement.

## 17.3. Extra servicing:

Any maintenance and other work carried out by Agfa for the customer which are beyond the scope of the written agreement shall be subject to payment by the customer to Agfa in accordance with Agfa's prices for such servicing in force at any time. Such maintenance and other work may include, but are not limited to, additions or reconstructions, repairs or other servicing which Agfa deems necessitated by the fact THAT ancillary operating equipment or consumables used for the equipment fail to comply with Agfa's specifications; THAT the equipment has been modified by another party than Agfa; THAT the equipment is damaged for reasons for which Agfa is not liable; THAT accessories or the like from other suppliers have been connected to the equipment without the Agfa's approval; or THAT Agfa's directions for ambient temperature, humidity, power supply, compressed air etc., have not been complied with during the use of the equipment.

## 17.4. Entering into a service agreement for equipment installed:

If the customer wishes to enter into a service agreement with Agfa covering equipment already installed at the customer's, Agfa shall be entitled to perform a non-recurring inspection, test and adjustment of the equipment. The customer will be charged for this overhaul in accordance with Agfa's prices applying at any time. If based on the overhaul, Agfa assesses that it is not possible to carry out continuous service of the equipment, Agfa shall be entitled to withdraw from the agreement concerning this equipment.

## 17.5. Relocation of equipment:

The agreed annual fee is based on the original physical location of the equipment. Where relocation is to be effected, Agfa shall be notified in advance, and Agfa shall be entitled to claim compensation if Agfa deems that this relocation gives rise to increased expenses for Agfa in connection with the performance of service. Any assistance from Agfa in connection with the relocation will be charged in accordance with Agfa's prices in force at the time in question. In connection with relocation, Agfa shall be entitled to carry out a non-recurring inspection, test and adjustment of the equipment subject to the terms set forth in 17.4 above.

## 17.6. The customer's obligations for performance of service:

Where a given service job cannot be initiated within 30 minutes of the arrival of Agfa's service staff, the customer shall be charged for all time lost in accordance with Agfa's prices in force at the time in question. The customer shall place cleaning facilities at the disposal of Agfa's service staff, free of charge for Agfa, to ease the performance of the servicing. Ancillary operating equipment and consumables necessary for performing and controlling the service are to be placed at the disposal of Agfa's service staff free of charge.

## 17.7. Responsibility for the performance of the work:

If Agfa assesses that service is not performed professionally and expeditiously, Agfa shall perform servicing anew for the customer free of charge. Agfa decides at its own discretion whether a faulty product or any part thereof shall be replaced or repaired. The customer shall not be entitled to file any claim against Agfa in this connection.

## 17.8. Term:

Service agreements run for a period of twelve (12) months from the time stated in the agreement, with one (1) month's mutual notice for expiry at the end of a period. In the absence of a written notice of termination, the agreement shall be automatically renewed for successive periods of one (1) year with one (1) month's notice for expiry at the end of a period.

## 17.9. Termination:

Agfa shall be entitled to terminate the service agreement effective immediately where

- 1) the customer fails to pay due invoices within thirty (30) days of the due date and/or repeated delays of payment occur;
  - 2) the servicing work is unacceptably rendered difficult or impossible;
  - 3) the equipment has been relocated, without Agfa's consent, to a different location than that indicated in the service agreement;
  - 4) the customer uses the equipment under technical operation conditions that deviate from Agfa's operating directions; or
  - 5) the equipment has become so worn that operation cannot be restored through normal servicing.
- Where the agreement is terminated during its term on grounds of breach by the customer, Agfa shall be entitled to part of the payment for the remaining agreement period.