

General Conditions – sealed distribution

Article 1. APPLICABILITY

These conditions are applicable to all quotations and offers from and all agreements with InovaMedia B.V., regarding the services to be performed by her.

Deviations from these conditions only apply when both parties agreed explicitly and in written form.

Article 2. OFFERS, QUOTATIONS AND PRICE LISTS

2.1 All offers and quotations from InovaMedia are non-binding. For composite quotations there is no obligation to deliver a part at the stated price for the whole.

2.2 Every offer or quotation is, unless explicitly stated otherwise, based on the execution under normal circumstances. If the in the offer or quotation mentioned numbers, sizes or weights are changed, or if there are any differences detected between the execution of the order and the offer made for this assignment, InovaMedia reserves the right - even when a confirmation of the order has occurred - to, without prior notice or consent from the principal, charge the changes or deviations at the going rates and the principal is obliged to payment.

2.3 Every offer, quotation and/or price list maintains its validity thirty days after date.

Article 3. ACCOMPLISHMENT

An agreement with InovaMedia BV is only established by a written confirmation from InovaMedia BV or if we execute the order. If InovaMedia BV sends an order confirmation, the content of the order confirmation is considered to be complete and correct, unless the principal immediately, but at the latest four working days (being Mondays to Fridays) before the start of our production activities in preparation of the distribution, makes a written protest. Alterations in the agreement only apply, when confirmed in writing by InovaMedia BV.

Article 4. PRICES

4.1 The prices stated by InovaMedia BV are exclusive of sales tax (VAT) and other levies imposed by the government.

4.2 The prices confirmed by InovaMedia BV only apply if the sizes, weights etc. of the delivered matters are similar to the in the agreement stated sizes, weights etc.

If the material to be delivered and/or its packaging causes problems with processing, or don't meet the conditions as stated in the document 'Printed matter- and delivery specifications', which is published on the website

www.uwfolderverspreiding.nl, InovaMedia BV is authorized to make arrangements and charge a surcharge without prior consultation with the principal. Return carriage as well as packaging costs are for the account of the principal.

4.3 InovaMedia BV is authorized to raise the agreed prices in case of among other things interim raises and/or surcharges on carriage, customs tariffs, goods and/or prices of raw materials, taxes, wages or National Insurance contributions, devaluation of the Dutch and/or increasing of foreign currency and all government measures that have a price increasing effect.

4.4 Unless explicitly agreed otherwise InovaMedia BV has, with long term agreements, the right to adjust all prices at the start of every calendar year according to the consumer price index all

households (2007 = 100) of the Central Statistic Office, or (if the CSO doesn't follow this price index any longer) the price index that corresponds most to this.

Article 5. DISTRIBUTION TERM

5.1 Distribution terms are supposed to be approximately agreed upon, unless a possible mentioned term is explicitly stated as deadline.

5.2 InovaMedia BV tries its best to live up to the distribution terms as much as possible, but is not liable for the consequences of an untimely distribution or exceeding of the distribution term or a deferment as a result of National or local holidays. Such an untimely distribution or exceeding of the distribution term does not oblige InovaMedia BV to pay any compensation, nor does it give the principal the right to suspend payment of the invoices or to annul the agreement. However the principal does have the right after expiring of the distribution term to summon InovaMedia BV in writing to distribute within a reasonable term. Exceeding of this term gives the principal the right to annul the agreement.

5.3 Distribution terms only apply when the materials to distribute are in possession of InovaMedia BV at the agreed day, location and time. When the materials to be distributed are not delivered on time the principal is bound to set a new distribution term, considering the actually relevant possibilities for execution of the order by InovaMedia BV, which is to be judged by InovaMedia BV.

5.4 InovaMedia BV has the right in that situation to charge 30% of the price of the original order, next to the costs of the once again planned order for distribution. All costs, resulting from the untimely delivery of the materials to be distributed are on account of the principal.

Article 6. REFUSAL OF DELIVERY

InovaMedia BV reserves the right to cancel or stop the execution of an order without having to pay any damages if:

- the printed matter, sample or object which has to be distributed, has contents, shape or goal which are conflicting with any legal stipulation, the guidelines as stated in the codes of the Advertising Standards Authority, the public order, common decorum or the carefulness which the social order becomes, including dishonest competition; or
- the printed matter, sample or object cannot be processed mechanically or at any other way threatens to delay the distribution of batches from the principal or third parties, in which cases the principal is bound to pay the costs, damages and interest to InovaMedia BV; or
- the printed matter to be distributed is conflicting with the corporate interest of InovaMedia BV, for instance recruitment of deliverers for third parties; or
- the printed matter is considered not to be suitable for youngsters.

Article 7. DELIVERY OF MATERIALS

7.1 Delivery of printed matter can only occur if the order is given for distribution of a certain flyer. Deliveries without order or prior written notification is at own risk of the principal and in such case InovaMedia BV has the right to charge extra costs.

7.2 The material to be delivered or to be processed by InovaMedia BV should be delivered on time and free of charge according to the most recent 'Printed matter and delivery specifications', as published at www.uwfolderverspreiding.nl, at the in the order confirmation indicated location(s) and accompanied by receipt and/or carriage note. Responsibility is only accepted if this receipt was signed by InovaMedia BV or a third party designated by her.

7.3 In case of carriage forward the carriage paid will be charged to the principal and InovaMedia BV retains the right to refuse a carriage forward delivery. The by or on behalf of the principal

stated volume can be accepted as correct by InovaMedia BV. InovaMedia BV is not responsible for the consequences of a difference between the delivered volume and the volume agreed upon.

7.4 Printed matter to be distributed should be delivered bundled unless agreed otherwise and confirmed in writing. It has to be packed in packages of equal contents and manageable weight, not more than 8 kg. The amount per package should clearly be mentioned on the outside, unless the amount per package is mentioned on the forwarding note. Editions should be clearly recognizable per package and per pallet.

7.5 If printed matter is not delivered in the aforesaid way, extra costs will be charged by InovaMedia BV. Also does InovaMedia BV reserve the right to refuse the delivery if delivered incorrectly. For samples and/or objects the delivery conditions will be determined per order.

7.6 The principal himself is responsible for the replacement of the pallets he or his transporter delivered. This should take place immediately at delivery of the pallets filled with printed matter. At request the full pallets will be exchanged at delivery for the same amount of empty equal pallets.

Article 8. STORAGE AND TRANSPORTATION OF MATERIALS

8.1 The materials stored at InovaMedia BV are insured against fire- and water damage, explosion and damage due to plane crashes. All transportation of materials for the execution of an order by InovaMedia BV is at risk of the principal and is therefore not insured. At request the materials to be processed or distributed can be insured, on the account of the principal, against theft, fraud, loss, vanishing and/or damaging. When not insured by the principal, InovaMedia BV will not accept any responsibility for the risks mentioned. Regarding storage and transportation of samples and objects extra rules apply which are indicated after consultation with InovaMedia BV. Without further instructions InovaMedia BV has the right to destroy remainders of printed matter, being printed matter that is left over after the order is processed and of which reasonably can be assumed that distribution of the concerning printed matter is no longer desired, unless agreed otherwise with the principal.

8.2 If remainders are returned at request of the principal, these will be transported on the account of the principal to a location he appoints. For materials owned by the principal, that are stored for longer than one week by InovaMedia BV, an amount for storage will be charged. This amount is calculated per pallet location per week.

Article 9. EXCLUSIVE DISTRIBUTION

Unless explicitly stated otherwise, no claim can be made on exclusive distribution of printed matter, objects or samples. For exclusive distributions more detailed stipulations are defined per order beside these General Conditions and special rates apply.

Article 10. INFORMATION LEAFLETS

It is not allowed without explicit prior permission in writing by InovaMedia BV to enclose or add information leaflets etc. in the printed matter to distribute. There are special rates for this which can be handed out at request.

Article 11. ANNULMENT OF AN ORDER

11.1 Annulment is possible till Tuesday morning 9.00 o'clock before the week of distribution. After that the annulment is judged by InovaMedia BV for its practicability. When annulling an order for distribution, InovaMedia BV has the right to charge at least 30% of the original amount of the invoice of the order.

11.2 Annulment of a long term contract, or limitation of the in such a contract agreed volume of the distribution work, will be charged to the principal according to the rules described for this concerning the annulment of an (individual) order.

Article 12. PAYMENT

12.1 Payment should occur within fourteen days after date of invoice. InovaMedia BV has the right to demand full payment in advance or to demand any other security of payment before starting to execute or continue the order.

When using TNT shipments the costs always have to be paid in advance.

12.2 When exceeding any term of payment the principal is in default without the need for any proof of default and from that moment on the principal owes interest of 2% per (partial) month on the amount due, also when a payment arrangement is agreed.

12.3 If principal stays negligent in fulfilling any obligation from the agreement, the principal is also liable to pay full extrajudicial and judicial costs, including lawyer costs and the costs of internal and external advices, of which the height is set to at least 15% of the total amount due.

12.4 The payments made by the principal serve at all times as redemption of all interest and costs due and then of the oldest claimable invoices, even if the principal states the payment relates to a later invoice.

12.5 The principal is not allowed to postpone his obligation to pay or to balance it with another payment.

Article 13. THE RIGHT TO POSTPONEMENT AND RETENTION

13.1 If the principal fails to pay a due claim, InovaMedia BV has the right to postpone all further fulfilment of her obligations resulting from all agreements between InovaMedia BV and principal until payment takes place, without prejudice to her legal postponement rights. Also, when principal fails to pay a due claim, all claims of InovaMedia BV on the principal will be demandable immediately and completely.

13.2 InovaMedia BV also has above mentioned right to suspend if she has good reasons to assume principal will fail to fulfil an obligation to pay, unless principal provides adequate security. This assumption can be based upon information from third parties, for instance an evaluation by a credit insurance company.

13.3 InovaMedia BV has the right to postpone the fulfilment of the obligation to deliver materials and/or remainders, until all her claims on the principal have been settled, whether these claims concern before mentioned or other matters of the principal, unless principal provides sufficient security for those costs. InovaMedia BV also has the right to retention if the principal comes in a state of bankruptcy. One month after InovaMedia BV called in her retention right, InovaMedia BV has the right to have the principal's materials destroyed on account of the principal.

Article 14. LONG TERM AGREEMENT

In case of a long term agreement between InovaMedia BV and principal, the principal should when terminating the relationship, except as a result of an accountable shortcoming of InovaMedia BV, adhere to a reasonable term of notice, which is a period of one month per year (or part of a year), with a maximum of ten months.

Article 15. COMPLAINTS

15.1 Complaints should be filed within five working days after the last agreed distribution day with InovaMedia BV. Principal has no right to postpone the fulfilment of her obligations based on a

client's complaint.

15.2 No reasons for a complaint regarding not received printed matter are:

- a) Homes without a mailbox or with a mailbox that is hard to reach, or houses with one mailbox for a number of families;
- b) Houses or malls, where the access to the mailbox is closed;
- c) Caravans or house boats;
- d) Hostels;
- e) Hotels;
- f) Sanatoriums;
- g) Hospitals and industrial zones;
- h) Old people's homes and nursing homes;
- i) Areas or streets with houses where everyone freely has printed matter at his disposal;
- j) When a resident proves to be the complainer and main tenant did receive the printed matter;
- k) When on the estate or elsewhere biting or stray animals are kept or there where garden fences are locked or where it is problematic or too dangerous for the deliverer to be for whatever reason;
- l) Delays in the distribution by force majeure as stated under item 16, this includes very bad weather conditions;
- m) Addresses that expressed through a sticker that they don't want to receive any printed matter.

Article 16. FORCE MAJEURE

16.1 None of the parties is obliged to fulfil any obligation, neither if they are hindered due to a circumstance that is not to blame on them, nor under the law, legal act or opinions applying in traffic.

16.2 Following circumstances are deemed not to be on the account of InovaMedia BV: very bad weather conditions, strikes, severe frost, abnormal water levels, floods, power failures and any circumstance of whatever nature, which makes executing the order impossible for InovaMedia BV or yields more problems than InovaMedia BV could expect at the time of drawing up the agreement.

Article 17. LIABILITY

17.1 InovaMedia BV takes most care when advising and determining of delivering areas. The final decision and responsibility for the areas for distribution lies with the principal. At request the principal can obtain a specification of the areas for distribution on city and/or four positional postal code level.

17.2 InovaMedia BV makes every effort for an optimal distribution of the materials of the principal. InovaMedia BV does not grant any guarantees concerning the full execution of the distribution order and the distribution density of the materials.

17.3 In case of an incomplete execution of a distribution order, the principal has no right to restitution and/or the value of the undistributed materials.

17.4 Without prejudice to the otherwise in these conditions determined terms regarding the liability of InovaMedia BV, is InovaMedia BV in case of ascribable shortcoming in the compliance of the agreement, which only is the case when at least 40% of the total print run of at least 3,000 pieces is distributed with delay or not distributed at all and later distribution in those cities or the parts of the city where omissions were demonstrated, is no longer possible, merely liable for substitute compensation, which means compensation of the value of the omitted performance.

17.5 Every liability of InovaMedia BV for any other sort of damage is considered impossible, including additional compensation of any kind, compensation of indirect damage or

consequential loss or loss through lost profits.

17.6 InovaMedia BV is furthermore never liable for delay damage, for damages due to exceeding the distribution terms due to changed circumstances and/or holidays and for damages as result of inadequate cooperation, information or materials provided by principal.

17.7 The compensation paid by InovaMedia BV because of ascribable shortcomings in the compliance to an agreement, will never be more than an amount which is, under the present conditions, in reasonable proportion to the invoice and will never be more than the invoice. If the agreement is a long term agreement, the payable compensation will never be more than an amount which is, under the present conditions of the shared agreement, in reasonable proportion to the invoice of the partial agreement and will never be more than that invoice.

Article 18. LIABILITY IN CASE OF DATABASE CONTROLLED DISTRIBUTION

If InovaMedia BV and principal agreed that the distribution of certain shipments of principal is controlled by the database of the principal or by the database of a by or for the principal involved third party, following goes in addition to the article 17. The responsibility for the choice and contents of the database and the responsibility for the quality of the used consumer data and the integration of this in the 'Netwerk Digitale Bezorgwijken System' (system network of digital distribution areas) is fully for the principal and InovaMedia BV does not accept any responsibility concerning this, not even if InovaMedia BV advised principal about this matter.

Article 19. QUALITY CONTROL

19.1 InovaMedia BV makes an effort to ensure an optimal distribution of the printed matter. The quality of the distribution is checked by InovaMedia BV by means of their own quality control system. In this system all complaints regarding the distribution are saved. When repetitive complaints or multiple complaints concerning one distribution area within the distribution period of one week come in, InovaMedia BV will control the origin of the complaints and if necessary measures will be taken. Besides that the distribution quality is measured and checked regularly by means of reports of a by InovaMedia BV called in independent research bureau.

19.2 Despite the fact that InovaMedia BV does not give any guarantees concerning the quality of the distribution of the printed matter, InovaMedia BV will appreciate that complaints regarding the distribution will be filed with her. However complaints regarding the distribution have to be filed within the in article 15 mentioned term and with observation of the in that article stated, with InovaMedia BV in writing. A complaint regarding the distribution will always be registered in the quality control system by InovaMedia BV.

19.3 If the correctness of a complaint needs to be determined, this can only happen by means of the by InovaMedia BV developed method of complaint research. This method measures the recollection of receipt, which can differ from the actual delivery and is determined by means of various circumstances such as (1) the interest of the recipient, (2) the ability to attract attention of the printed matter, (3) the frequency of distribution (on a yearly basis) and (4) the appreciation of the printed matter. By using printed matter with a high appreciation or reading range as a reference, is checked whether distribution took place. The results are used as a standard for all the printed matter, even for the printed matter with a lower appreciation or reading range.

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Article 20. APPLICABLE LAW AND LEGAL DOMICILE

On conflicts arising from agreements with InovaMedia BV the Dutch law is applicable. The suitability of the United Nations Treaty concerning international sales agreements concerning movable property of April 11th 1980 ('Treaty of Vienna') is excluded expressly. All disagreements will at first be judged by a competent court in Utrecht, unless InovaMedia BV prefers the judge located in the place of business or domicile of the principal unless imperative law tells otherwise.

**InovaMedia,
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