

General terms and conditions of sales and delivery of SYMETA HYBRID – April 2023

These general terms and conditions govern the relationship between SYMETA HYBRID and the Customer. These general terms and conditions have preference over the Customer's, unless expressly agreed otherwise with the Customer.

DEFINITIONS

SYMETA HYBRID: SYMETA HYBRID nv, having its registered office at 3001 Leuven, Interleuvenlaan 50, VAT-BE 0867.583.935.

Customer: any other party for which SYMETA HYBRID performs services.

QUOTES AND ORDERS

Art. 1 – No order is accepted without SYMETA HYBRID's written confirmation. Unless explicitly specified otherwise, every order constitutes a separate contract.

Art. 2 – The submission of a model or copy to SYMETA HYBRID with the request, without express reservation, to supply a design, implies the undertaking to commission the work to SYMETA HYBRID and/or to compensate SYMETA HYBRID for the costs incurred.

Art. 3 - SYMETA HYBRID's price offers are valid for a period of 30 days. SYMETA HYBRID then reserves the right to adjust the prices quoted in case of changes in labour costs, energy costs and/or prices of raw materials, in accordance with article 4.

Art 4 - Unless expressly stipulated otherwise, the rates and fees in the quotations are automatically adjusted each month based on the following formulas:

The rates for delivery of services are linked to the Agoria Index (base 2004 = 100), which is published monthly on the website of the Belgian Federal Public Service for the Economy. They are adjusted based on the following formula:
 $P_n = P_o \times [0.2 + 0.8 \times (I_n / I_o)]$ where:

- P_n = the revised price
- P_o = the basic price as stated in the quotation
- I_n = the Agoria Index (base 2004 = 100) of the month preceding the revision.
- I_o = the Agoria Index of the month preceding the quotation.

The rates for supply of paper materials used for the performance of services are linked to the FEBELGRA index, which will be supplied to the customer on first request, and will be adjusted based on the following formula: $P_n = P_o \times (X_n / X_o)$

where :

- P_n = the revised price
- P_o = the basic price as stated in the quotation
- X_n = the paper index for wood-free paper of the month preceding the revision
- X_o = the paper index for wood-free paper of the month preceding the quotation

REPRODUCTION AND SPECIFICATION OF NAME

Art. 5 – The customer commissioning SYMETA HYBRID to perform printing, reproduction or other orders is assumed to be entitled to do so. Together with his principals, if necessary, to the exclusion of SYMETA HYBRID, the customer shall bear all the responsibilities vis-à-vis third parties.

Art. 6 – In view of the legal provisions on artistic and industrial property and unfair competition, all the software, designs,

databases, models, sketches, typesetting, interpretations and arrangements made by SYMETA HYBRID, regardless of the used technique, remain SYMETA HYBRID's exclusive intellectual property. The reproduction thereof, in any form, constitutes an act of counterfeiting or unfair competition if carried out without SYMETA HYBRID's prior consent. The provision or charging of plates, typesetting or files does not in itself, unless expressly agreed in advance, constitute an infringement of the above. With regard to software developed by SYMETA HYBRID and used by the Customer, in any way whatsoever, the Customer only obtains a right of use. The Customer shall not be entitled to apply this right of use other than for its intended purpose.

Art. 7 – Typesetting, computerised data, plates, drawings, files, etc. made by or on behalf of SYMETA HYBRID are part of the latter's equipment. Unless otherwise agreed, the Customer shall not be entitled to demand their release before or after delivery of the work. The Customer shall be invoiced for any typesetting, computerised data, plates, files, etc., relating to an order which the Customer fails to honour.

PERFORMANCE

Art. 8 – Unless explicitly specified otherwise, SYMETA HYBRID is free to choose the font and the layout.

Art. 9 – Only the Customer is responsible for laying down procedures that allow him to reconstruct lost or modified data or programs at any time, irrespective of the cause. The customer must at least have access to the necessary backup copies of his computer programs, files and data at any time. SYMETA HYBRID is not responsible for any errors in the work caused by editing digitally supplied documents or other data. If the Customer provides SYMETA HYBRID with data carriers, electronic files or software, etc., the Customer guarantees they are free of viruses and defects.

Art. 10 – SYMETA HYBRID is responsible for correcting any errors that are attributable to SYMETA HYBRID, i.e. errors that do not change the copy or the model. Author's corrections resulting in modifications, additions or omissions shall be charged.

Art. 11 – The provision by the Customer of the printing proof or reproduction order, duly signed and dated, discharges SYMETA HYBRID from any responsibility for errors or omissions detected at a later date. The printing proof shall remain SYMETA HYBRID's property and shall be used as evidence in the event of a dispute. Complaints concerning errors and mistakes which have not been corrected on the printing proof shall not be considered. Corrections communicated orally shall, in the event of a dispute, only be recognised if they have been confirmed in writing.

Art. 12 – Without prior written agreement and without prejudice to the provisions of art. 9 above, SYMETA HYBRID shall not be obliged to keep digital files, records or films. If storage is agreed, it shall result in a surcharge calculated in proportion to the importance of the extra materials used, the duration of the storage and the additional work involved.

Art. 13 – If, within the context of the commission, SYMETA HYBRID performs work at a location indicated by the Customer, the Customer shall provide the facilities required by those employees (in all reasonableness) free of charge, such as a personal work area, telephone, computer, internet access, etc.

Art. 14 – If the Customer wishes SYMETA HYBRID to upload data, the Customer shall provide SYMETA HYBRID with access to its IT infrastructure. If the IT infrastructure is not correctly configured or accessible, SYMETA HYBRID cannot be held responsible and additional costs may be charged.

Art. 15 – If, at the request or with the prior consent of the Customer, SYMETA HYBRID has performed work which falls outside the content or scope of the agreed services and works, they shall be reimbursed by the Customer at SYMETA HYBRID's usual rates. However, SYMETA HYBRID shall not be obliged to comply with such a request and may require a separate agreement to be reached for this purpose.

DELIVERY

Art. 16 – As the delivery times may be affected by the actions of third parties (suppliers or subcontractors) and by cases of coincidence or force majeure (such as - without limitation - the impossibility of performance as a result of machinery breakdown, strike, unrest, riots, accidents, lack of means of transport or of material, epidemics, fire, etc.), they are not regarded as an explicit commitment. Late delivery may not, unless otherwise stipulated, result in refusal, damages or cancellation of the agreement or commission by the Customer. The agreed delivery times shall be extended to the extent that the Customer has failed to deliver the documents, manuscripts, drawings and models, electronic files, as well as to return the corrected proofs and the print order. This delay on the part of the Customer may also give rise to damages relating to the unusability of raw materials and equipment. The deadlines specified in the order shall not begin until the working day following the provision of the necessary documents. Extra costs relating to the performance of a commission within a shorter period than the normal or agreed period, at the Customer's request, shall be charged.

PERIODICAL ORDERS - TERMINATION

Art. 17 – Unless otherwise agreed, the Customer may terminate the performance of a periodical order, i.e. an order with recurrent partial orders, subject to observance of a period of notice, the term of which is determined as follows: 3 months for periodical orders with an annual turnover up to and including EUR 7,500, 6 months for periodical orders with an annual turnover up to and including EUR 25,000, 1 year for periodical orders with an annual turnover exceeding EUR 25,000.

DIFFERENCES PRINTED MATERIALS

Art. 18 – As SYMETA HYBRID is bound by the rules and practices of the paper industry (including a 5% margin on the ream weight, delivery of 10% more or less than the quantities ordered, the accuracy and uniformity of the shades which are not guaranteed, etc.), the same rules and practices are applicable vis-à-vis the Customer. SYMETA HYBRID cannot be held responsible for any changes in colour in the event that the Customer has used inks which are not suitable for processing according to SYMETA HYBRID's usual processes. The perfect correspondence of the colours to be reproduced and the faultless invariability of the inks are not guaranteed. Differences resulting from the type of work to be performed must be permitted. Furthermore, the delivery of 5% and 10% more or less than the quantities ordered is permitted, respectively for the printed materials in one colour and for printed materials in two colours and more. This difference may be increased if the products require complicated or a particularly difficult finish. Invoices shall be drawn up on the grounds of the quantities actually delivered.

COMPLAINTS AND LIABILITY

Art. 19 – To be valid, any complaint must be made in writing and within 5 days following delivery. If the customer fails to take delivery, the period of 5 days shall start from receipt of the invoice, the dispatch note or any similar document. Partial use of the delivered goods implies acceptance of the whole.

Art. 20 – SYMETA HYBRID cannot be held liable in any way for indirect damage, consequential damages, incidental damage or damage resulting from loss of profit, of any kind and suffered by whomever, arising from or in connection with the works or services provided, unless such damage is due to intentional acts or gross negligence, in which case it may only result in, at SYMETA HYBRID's discretion, the replacement of the goods or a discount on the amount of the invoice, but may never give rise to compensation for damage and/or interest. Nor shall SYMETA HYBRID be liable for costs and/or damage resulting from the use of information technology and means of telecommunication, or from the transport or dispatch of information (carriers) or the presence of computer viruses in files or data carriers delivered by SYMETA HYBRID. In the further alternative, if for any reason whatsoever SYMETA HYBRID should nevertheless be obliged to pay damages, such compensation shall be limited to the amount of the invoice drawn up by SYMETA HYBRID for that part of its work in respect of which the damage was caused.

Art. 21 – The Customer indemnifies SYMETA HYBRID against all third-party claims relating to intellectual property rights on materials or data provided by the Customer.

MATERIALS OF THE CUSTOMER – RISK

Art. 22 – Freight and packaging costs are payable by the Customer. The goods shall be transported at the Customer's risk, even if the shipment is made through the mediation of or under the care of SYMETA HYBRID.

Art. 23 – All goods (paper, films, data carriers, etc.) entrusted to SYMETA HYBRID by the Customer shall remain there at the Customer's expense and risk, who expressly discharges SYMETA HYBRID from any responsibility whatsoever, including in the event of loss or damage, whether partial or total, and this for any reason whatsoever, except in the event of gross negligence on the part of SYMETA HYBRID, its staff or subcontractors or if the storage is one of the main services under the agreement. The same applies to the goods destined for the Customer. Unless otherwise agreed, the storage costs are charged. Failure to pay on the agreed date means these works, deliveries, goods or other items may be kept as security for the amounts due.

METHOD OF PAYMENT

Art. 24 – Subject to written provisions to the contrary, invoices are payable net and without discount within thirty days of the invoice date. Any amount unpaid on its due date shall, by operation of law and without notice of default, result in interest calculated on the basis of the rate applied by the National Bank of Belgium to current account overdrafts on government securities at the time the invoice was issued, plus 2%. In case of non-payment on the due date, SYMETA HYBRID also reserves the right to increase the amount of the invoice by 10%, with a minimum of EUR 25. Possible collection charges are always payable by the Customer. The non-payment on the due date of one single invoice makes the owed balance of all the other invoices, even the invoices that are not yet due, immediately due and payable by operation of law.

Art. 25 – In case of franking of shipments, the amount of the stamps and postage shall be payable in advance. If it is not possible to determine this amount in advance, SYMETA HYBRID shall send the Customer an estimate which will be corrected afterwards, if necessary. SYMETA HYBRID reserves the right to suspend delivery or postal delivery as long as the

aforementioned amounts remain unpaid, without the Customer being able to hold SYMETA HYBRID liable for the consequences thereof.

Art. 26 – The drawing and/or acceptance of bills of exchange, cheques, mandates, receipts or other negotiable documents shall not constitute novation and shall not derogate from the present terms and conditions for deliveries and work orders.

Art. 27 – Without prejudice to the Customer's risk relating to the goods, SYMETA HYBRID shall retain ownership of the delivered goods until full payment of the price. The paid advances shall remain acquired by SYMETA HYBRID as compensation for possible losses.

Art. 28. – If the order is cancelled or the performance suspended at the Customer's request, invoicing shall occur at the stage of performance where the goods are at.

CONTRACTS ON DEMAND

Art 29 - Orders can be placed in the long term. However, this term can never be longer than 1 year. If, after 1 year, the ordered quantity has not been used, SYMETA HYBRID, reserves the right to invoice the balance still to be used in full. SYMETA HYBRID also reserves the right to modify the agreed price per 1000 during the term of the aforementioned contracts according to the terms and conditions set by FEBELGRA (Belgian Federation of Graphic Industries).

RESIDUAL PROCESSING - REMNANTS AND STORAGE

Art 30 – On confirmation of the commission, the Customer shall indicate from the following possibilities what to do with the residual processing:

- collection by the Customer
- delivery by SYMETA HYBRID - the price is confirmed to the Customer
- destruction by SYMETA HYBRID - the price is EUR 15 per mailing or € 15 per pallet for large quantities

After processing, the remaining materials are returned at the Customer's expense, unless otherwise specified at the time of ordering. For goods that are kept in stock longer than 14 days after production, EUR 15 per pallet per started month shall be charged automatically, starting from the first day of stock taking. If the customer wishes a certificate of destruction, a separate price must be requested for this.

ADDITIONAL COSTS

Art 31 – An additional cost shall be charged to the Customer if the Customer or appointed third parties:

- - deliver goods or address files in poor condition,
- - deliver goods or address files that are incomplete,
- - deliver goods or address files that deviate from the delivery conditions, (see Article 32)
- - provide incomplete or incorrect information,
- - in the event of shortened lead times compared to the initial planning,

The adjustments shall be made at the hourly rates applicable at the time. The Customer can request these on request.

DELIVERY CONDITIONS:

Art 32 – All materials must meet the requirements of automatic processability and be delivered in normal conditions. SYMETA HYBRID can only guarantee this if it is commissioned to perform the entire order.

Printed material delivered by SYMETA HYBRID:

- Prices of printed material are calculated based on a print-ready digital layout provided by the Customer. More technical information can be obtained from the project manager appointed by SYMETA HYBRID for your commission.
- Prepress layout or adjustments are made by SYMETA HYBRID on a time and expense basis.
- Author's corrections (all corrections requested by the Customer or third parties appointed by the Customer after the submission of files) are charged on a time and expense basis and can influence the timing of the postal delivery.
- Additional information and tips regarding printed material are available on request.

Obligations of the Customer for printed material delivered by the Customer:

- The goods are transported at the Customer's cost and risk.
- The delivery address shall be communicated by SYMETA HYBRID in the order confirmation.
- Clearly identify the delivered materials by packaging unit in terms of content and numbers.
- The delivery should be accompanied by a delivery note with the following data: your company name, your/our reference, description and quantity per different document
- Deliver the documents per version on separate pallets.
- The packaging is such that no deformation or damage can occur.

If in doubt, contact the project manager appointed by the supplier.

- Always plan for an extra print run for each version. Printing companies use tolerances when printing and some copies inevitably become unusable during processing. For the correct extra print run, the Customer can contact the project manager of the commission.
- SYMETA HYBRID is not liable for the correctness and the origin of the provided data. For each file, the customer must always provide a complete record layout, dump and detailed description of the fields, as well as a model or preliminary draft of the pre-print with indication of the location of the variables. These specifications must refer unambiguously to the field names on the record layout. The files shall always have a fixed field and record length. These lengths should also be indicated on the record layout. The used "code page" must also be delivered.

Delivered quantity of printed material:

SYMETA HYBRID shall assume that the quantities indicated by or on behalf of the Customer on the dispatch note are correct. SYMETA HYBRID shall not be liable for any difference between the quantity delivered and the quantity advised, nor for the condition of the goods. The prices confirmed by SYMETA HYBRID are valid only if the formats, weights etc. specified therein correspond to those of the printed material delivered. If the material delivered differs from the original, or if difficulties arise in processing due to stiffness, lack of rigidity or insufficient finish of the material, SYMETA HYBRID shall be entitled to make provisions and charge a surcharge.

Supplements by or on behalf of the Customer by third parties delivered for shipments in envelopes:

- Envelopes for machine processing must have a straight, gummed flap on the longest side.
- In terms of length and height, the documents must be at least 20 mm shorter than the envelope. Documents that need to be inserted in one envelope may have different sizes. The order of the documents can be specified, but may be modified for technical reasons after consultation.
- Please contact us if the format or paper quality of your envelopes deviates from the current models. Current models are C6, C5, C4 and American format.

- If your printed matter is delivered in collated format, the packages should consist of at least 50 pieces in the same direction. If the conditioning of the material gives rise to extra handling, this will be charged on a time and expense basis. An extra handling cost shall be charged for processing delivered material in shrink wrapping.

GENERAL POSTAL REGULATIONS

Art 33 – SYMETA HYBRID can sort, bundle and deliver shipments to a postal service for the Customer. The quote is subject to the form and delivery requirements of the selected postal service and the selected mode of dispatch valid on the date of the quote. Any change on the part of the selected postal service may form part of a price adjustment. If the postal service does not accept a method of delivery for technical or other reasons, the Customer must pay any additional postal charges.

At the start of the commission, the Customer shall specify whether the shipment is to be made under its own contract or under SYMETA HYBRID's contract. SYMETA HYBRID has contracts with several postal services to deliver shipments over 500 copies. The Customer provides the necessary "indicia" (PB number, etc.) and guidelines on forms of delivery requirements free of charge. SYMETA HYBRID can carry out the necessary formalities. The post office is chosen by SYMETA HYBRID unless explicitly specified otherwise. The Customer shall be charged for the costs of these deliveries on a time and expense basis. SYMETA HYBRID can never be held liable for damages resulting from delays by the postal services, railways or any other means of transport.

POSTAGE

Art 34 – Postage costs shall always be payable before the production of the mailing is started. The amount due shall be paid into the account number specified on the debit note or invoice sent by SYMETA HYBRID. The specified postage costs are based on the rates applicable at the time of the quote. In case of stamping with the franking machine or stamps in combination with sorting with the aim of a postal discount, an administration fee shall be charged by the postal service per delivery. This cost shall be charged to the Customer. Addresses in other countries also need to be prepaid. SYMETA HYBRID is entitled to request an advance payment for other costs, such as handling, to be paid before the start of the performance of the commission. SYMETA HYBRID is entitled to suspend the performance of a commission until receipt of the advance payment.

Extra postal charges:

If the material to be sent cannot be sent at the rate previously agreed and it is necessary to add extra stamps or pay more postage, SYMETA HYBRID shall be entitled to decide this without the Customer's intervention and to charge the additional cost. Postage charges must always be paid before the shipment is delivered to the chosen postal service. Late delivery does not give the Customer the right to cancel the order or refuse payment. Nor shall it oblige SYMETA HYBRID to pay any damages to the Customer. Sending postal returns cannot be invoked to postpone the payment of an invoice to a later date. However, the returns can be the object of a credit note which will be paid separately. An advance invoice shall be sent for any postal charges. The Customer must receive the amount of this invoice before the date of posting.

INSURANCE MATERIAL

Art 35 – Materials and other property of the Customer and appointed third parties stored in SYMETA HYBRID's warehouses, before, during or after processing, are not covered

by SYMETA HYBRID's insurance. Any damage or loss, as well as any direct and indirect damage is not payable by SYMETA HYBRID.

CONFIDENTIAL TREATMENT

Art 36 – SYMETA HYBRID guarantees the confidentiality of the data provided by the Customer. The data processing and production areas are equipped with the necessary security measures. The staff members of SYMETA HYBRID are bound by professional secrecy.

PRIVACY

Art 37 – As part of the performance of the order, SYMETA HYBRID may have to process personal data as defined in the applicable regulations. In this case, SYMETA HYBRID shall act as processor for all processing operations carried out at the Customer's request, who shall be considered as the data controller. SYMETA HYBRID shall solely process the personal data based on the Customer's written instructions and for the purpose of the performance of the order. The Customer fully and exclusively undertakes to comply with the legal obligations as the data controller of the personal data. SYMETA HYBRID shall cooperate in good faith with the Customer to ensure and demonstrate compliance with the applicable legal obligations. The Customer's employees who will have access to the data are bound by a duty of confidentiality. The Customer shall take reasonable technical and organisational measures to secure the data as is customary in the industry. The Customer confirms that the data is not subjected to any special legal security or confidentiality requirements, except to the extent agreed in writing between SYMETA HYBRID and the Customer.

Art 38 – When SYMETA HYBRID, in the performance of the order, needs to process personal data for its own purposes, in particular for managing the relationship with the Customer and the Customer's order, SYMETA HYBRID shall act as the data controller. In that case, the personal data shall only be processed to the extent necessary for the performance of the agreement with the Customer, or for compliance with applicable laws, and for the protection of SYMETA HYBRID's legitimate interests. SYMETA HYBRID shall ensure compliance with the applicable legislation for these processing operations.

TERMINATION

Art. 39 – If the Customer fails to perform its obligations, SYMETA HYBRID may terminate any agreement by operation of law without notice of default, without prejudice to its right to claim damages and interest.

CREDITWORTHINESS CUSTOMER

Art. 40 – If SYMETA HYBRID's confidence in the Customer's creditworthiness is affected by acts of judicial execution against the Customer and/or other events, SYMETA HYBRID reserves the right, even after partial execution, to demand suitable securities from the Customer. If the Customer refuses to do so, SYMETA HYBRID reserves the right to suspend and/or cancel all or part of the order, without being liable for any damages.

VIOLATION OF THE VALIDITY - NON-WAIVER

Art 41 – If a provision of these terms and conditions is declared invalid, illegal or void, it shall in no way affect the validity, legality and applicability of the other provisions. Failure at any time by SYMETA HYBRID to enforce any of the rights specified in these terms and conditions, or to exercise any right thereof, shall never be considered as a waiver of such provision and shall never affect the validity of such rights.

APPLICABLE LAW – JURISDICTION

Art. 42 – Belgian law shall apply, to the exclusion of the rules of private international law. In case of dispute, the courts of Brussels have exclusive jurisdiction