

GENERAL CONDITIONS

ImageGroup Holland B.V.
ImageBooks Factory B.V.
ImageBooks Publishers B.V.
ImageGifts B.V.

Hereafter called supplier(s)

1. Applicability

These General Conditions, hereinafter referred to as Conditions are applicable to all offers by supplier and all agreements, whether oral or in writing between supplier and the party with whom supplier enters into an agreement, hereinafter referred to as Buyer, concerning the sale and delivery of Goods. Supplementary or conflicting stipulations or conditions are only valid if they have been accepted in writing by supplier; said conditions apply only to the agreement with respect to which they are made these Conditions apply to the explicit exclusion of the (general) conditions of the Buyer whatever they may be called.

In the event that one or more stipulations of these Conditions appear to be null and void or should be declared to be null and void, the remainder of the agreement and the Conditions which apply to it will remain in effect. In the event that the above-mentioned case should arise, the null and void stipulation(s) will be replaced by (a) stipulation(s) which approach(es) it as far as possible in terms of content, purport and the consequence, without being rendered null and void.

2. Characteristics of the goods

It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colors and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price-lists of ImageBooks, shall not take effect as terms of the agreement unless expressly referred to in the agreement.

3. Intellectual property rights

Supplier reserves all its rights of intellectual property in the broadest sense, in particular its patents, trade-marks, trade-names, copyrights as referred to in article 10 of the Dutch Copyright Act, emblems, designs, know how, or other industrial or intellectual property rights to which supplier(s) is entitled in any country.

4. Offers

All offers by supplier are made without engagement, unless agreement to the contrary has been reached. Supplier shall only be obliged to fulfill an order or a modification thereof after it has been expressly accepted by supplier in writing.

5. Price

5.1

If no price has been agreed upon, supplier' current price-list at the time of the conclusion of the agreement shall apply. In the absence of such a current price-list, the price generally charged for such goods at the time of the conclusion of the agreement shall apply.

5.2

Unless expressly stated otherwise all prices are in Euro's, Ex Works (EXW), exclusive of VAT or other amounts levied by official authorities and do not include carriage, insurance, storage, import or export duties or any other additional (handling) costs.

5.3

In case of changes in the current system of taxation, the cost of materials or wages before the date of delivery, supplier will have the right to adapt the prices agreed upon so that the adverse effects will be totally or partially compensated.

5.4

In the event that payment in a foreign currency is agreed upon, supplier shall be entitled to change the price accordingly in the event of a modification in the exchange rates to supplier' disadvantage after the agreement has been concluded.

6. Payment

6.1

The Buyer is obliged to pay the invoices, without any discounts, in Dutch legal tender, or in the expressly agreed other legal tender, within a period of fourteen (14) days after the date of the invoice. In the event that the Buyer fails to observe the payment due date, Buyer will be deemed to be in default ipso jure and supplier is entitled to charge, in addition to the amount due, an interest rate of 3% above the legal rate, per months on the outstanding amount as well as any and all costs of the recovery of the monies due. Buyer is not entitled to compensate.

6.2

Supplier shall preserve the right to demand payment in cash on delivery, payment in advance or a guarantee of payment, or to stipulate any other deviating terms of payment, regardless of whether it was agreed that payment should be made in cash or whether a term has been set within which payment should take place following delivery. If the Buyer should fail to comply with this and in case there are, before or during the execution of an agreement, reasonable indications of unsatisfactory creditworthiness of the Buyer, ImageBooks shall be entitled to cancel or to suspend completion of its obligations until the Buyer has complied with the obligations stipulated in this respect by ImageBooks.

6.3

In the event that the Buyer fails to pay within the term agreed upon or fails to fulfill its obligations in any other way, the Buyer shall be in default without any notification of default being required. All claims shall then become payable immediately and in full. In this case, supplier shall have the right to suspend the further execution of all current agreements between the parties until payment has been made or to declare the agreement(s) rescinded without judicial intervention and to repossess the goods concerned or to demand fulfillment, without prejudice to the right to claim full compensation and damages.

6.4

In the event of late payment, any difference in exchange rates to the disadvantage of supplier shall be borne by the Buyer. Reference dates in this respect shall be the due date of the invoice and the date on which payment is made.

7. Delivery

7.1

Delivery shall be Ex Works (EXW) ICC Incoterms 2000, unless expressly agreed to otherwise in writing.

7.2

The specified delivery dates will never be considered as absolute, unless expressly agreed to otherwise in writing.

7.3

If the Buyer does not accept delivery or collect the ordered goods on the specified delivery date or if supplier can not deliver these goods in time due to circumstances beyond its control, the goods will be put at the disposal of the Buyer and stored at his expense and responsibility. In that case ImageBooks shall have the right to claim settlement as if delivery had taken place, while retaining its right to full compensation.

7.4

Supplier shall have the right to deliver an order in installments. Supplier shall be entitled to invoice each (installment) delivery separately.

8 Retention of title

8.1

Supplier shall remain owner of the goods delivered to the Buyer until such time as the Buyer has fulfilled his obligations under the contract, respectively has settled any possible claim for damages of ImageBooks, to the extent that such retention of title is valid under the applicable law. The Buyer shall assist supplier in taking any measures necessary to protect supplier title to the products in the country concerned. The retention of title shall not affect the passing of risk to the buyer.

8.2

The Buyer shall not be entitled to sell or to process the goods which are subject to the limitation of ownership, other than in the course of the normal practice of his business, to pledge these goods or to violate in any other way the proprietary rights of ImageBooks, except with the prior written consent of supplier.

9. Non-conformity of the goods/Complaints

9.1

The Buyer is obliged to inspect the goods immediately upon receipt of the goods. The quantities mentioned on the consignment notes; delivery dockets or any such documents will be considered correct if no claims to the contrary are put in immediately upon receipt of the goods.

9.2

Complaints concerning quality or deviations from the specifications must be submitted in writing, giving specific details, within eight days upon receipt of the goods. Failing this the Buyer will be considered having accepted the goods. Slight differences -at supplier' discretion- in quality, color, structure, weight, finish and the like of the delivered goods will not be considered cause for rejection, or for claims.

9.3

In any case the Buyer shall have no remedy for lack of conformity if he fails to notify supplier thereof within eight (8) days from the date of arrival of the goods at the agreed destination.

9.4

The Buyer shall lose his right to claim if he has used, processed or treated the goods, even if his complaint has been lodged already. Defects in a part of the goods delivered do not give the Buyer the right to refuse or reject the whole consignment.

9.5

If within five days of receipt of the invoice the Buyer does not disagree in writing with the amount charged, he will be deemed to have accepted said amount as due.

9.6

Complaints do not entitle the Buyer to defer payment or to compensate the amount in question. Returns shall be made in their original packing for the account and risk of the Buyer, and are only possible after prior written consent by ImageBooks.

9.7

Upon accepting a claim supplier shall have the choice to either pay reasonable compensation up to the invoice value of the goods concerned, or replace the goods upon receipt of the returns. Supplier is not obliged to pay any other compensation of whatever nature, specifically concerning indirect damages, and/or consequential losses.

10. Liability

10.1

Supplier shall be liable only for damages which are the direct result of a culpable shortcoming on the part of ImageBooks in the execution of its obligations. Supplier' liability, if any, shall in all (such) events be limited to repair or replacement at supplier' sole option of any defective goods; which shall be the Buyer's sole and exclusive remedy; provided, however, that if any defective goods cannot in supplier' sole opinion be repaired or replaced then supplier' liability shall be limited to the return of the purchase price thereof. The maximum liability will never exceed the amount paid by the Buyer to ImageBooks for the goods in question.

10.2

The above mentioned limited liability also applies to damages sustained by the buyer or by third parties as a result of any action or negligence on the part of supplier' personnel or third parties which it involved in the execution of the agreement.

10.3

The Buyer shall indemnify and hold supplier harmless against all losses, liability, damages, costs and expenses, incurred by ImageBooks which shall result from the negligence of the Buyer and for which claims the Buyer is liable under the law of the Netherlands or any other applicable law.

10.4

Supplier shall not be liable for any damages by, around, because of or caused by the Goods after they have been delivered. If supplier incurs liability towards any third party, the Buyer shall indemnify, defend and hold supplier harmless.

10.5

Supplier shall never be liable toward the Buyer and his parties for loss of production, loss of profit, loss of use, breach of contracts, loss of contracts or for any consequential, economic or indirect loss whatever.

11. Force majeure

11.1

In the event of force majeure, supplier shall be entitled to terminate the agreement wholly or in part or to suspend performance of its contractual obligations without being liable to pay compensation.

11.2

All shortcomings which cannot be imputed to supplier under the law, legal act or within reason shall be deemed to be force majeure. These circumstances include, for example, war, government measures, strikes, labor troubles, embargoes, legal restrictions, delays in supply, exceptional weather conditions, transport delays, etc., and all circumstances beyond ImageBooks' control or outside its sphere of influence and of such a nature that the fulfillment of the agreement can no longer reasonably be required

12. Cancellation

Cancellation of an agreement and/or an order by the Buyer, wholly or in part shall be only possible in the cases stated in this agreement and if the Buyer is declared bankrupt, applies for a moratorium, loses the power of disposition of its property or part thereof, without prejudice to the right of Supplier to full compensation. All claims held by supplier shall then become immediately payable. Supplier will have the right to demand that all goods delivered but which have not been paid, be returned to her immediately.

13. Disputes

Any dispute arising out of or in connection with these Conditions or out of any further agreements arising there from shall be finally settled by the competent judge in the district of supplier, unless, at supplier' discretion, another way of settling a dispute should be more practicable.

14. Applicable law

These Conditions and all further agreements arising there from shall be exclusively governed by and construed in accordance with the laws of the Netherlands.

Conflicts as to the applicable law should the law of more than one country appear to be applicable, will be submitted to the Chairman of the International Chamber of Commerce in Paris.