

THESE ARE THE TERMS AND CONDITIONS ON WHICH MIRACLON WILL SUPPLY THE CUSTOMER WITH CONSUMABLES. THE CUSTOMER AGREES TO BE BOUND BY MIRACLON'S TERMS AND CONDITIONS CONTAINED BELOW.

Miraclon's Sales Terms and Conditions

1. Definitions, interpretation and conflicts.

1.1 Where capitalised terms are used in the Agreement then the following definitions will apply, unless the context otherwise requires.

"Agreement" shall mean a Sales Agreement for Consumables (including all applicable Schedules and these Miraclon T&C's which shall form part of it), signed by authorised representatives of Miraclon and the Customer.

"Applicable Law" shall mean all laws of any country or territory as amended from time to time, which apply to the Consumables included in the Agreement including without limitation the following: constitutional law, civil law, common law, international law, equity, treaties, statutes, decrees, edicts, codes, orders, rules, ordinances and regulations of any local, municipal, territorial, provincial, federal, national or any other duly constituted governmental authority or agency including those relating to health, safety and the environment.

"Confidential Information" shall mean any information which is marked as confidential, or is by its nature clearly confidential including, without limitation, drawings, designs or manuals relating to the Consumables, any information relating to either Miraclon or the Customer's services, operations, prices, plans or intentions, service information, design rights, trade secrets, market opportunities and business affairs or those of Miraclon or Customer's customers and which is disclosed (whether in writing, verbally or by any other means including being observed during visits to premises) by the Disclosing Party, whether directly or indirectly, to the Receiving Party.

"Consumables" shall mean the media (including film, paper, plates, fabrics, plastics, digital media, transfer media, proofing media and other imageable substrates), chemicals, filters and bulbs consumed during normal Equipment use.

"Delivery" shall mean DAP (Delivered At Place Incoterms® 2010) Customer's Site ground floor loading dock.

"Disclosing Party" shall mean the Party disclosing Confidential Information.

"Effective Date" shall mean the effective date shown in the Agreement or, if no date is inserted, then the last date of signature of the Agreement by both Parties.

"Initial Period" shall mean the initial period shown in the Agreement, or if no initial period is shown then the period of 12 months from the Effective Date.

"Miraclon T&C's" shall mean these Sales Terms and Conditions.

"Party" shall mean Miraclon or Customer and **"Parties"** shall mean Miraclon and Customer.

"Receiving Party" shall mean the Party receiving Confidential Information.

"Schedule" shall mean a Schedule to the Agreement and shall include any attachments to the Agreement.

"VAT" shall mean value added tax chargeable under any Applicable Law and any other applicable taxes and duties or similar charges which shall be charged in accordance with the relevant Applicable Law in force at the time of making the relevant taxable supply.

1.2 Headings in the Agreement are for convenience only and shall not affect their meaning or interpretation.

1.3 Words (i) having the singular meaning include the plural meaning, (ii) denoting any gender include all genders; and in each case vice versa.

1.4 A reference to writing or written includes facsimile and email.

1.5 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Agreement

2.1 Miraclon agrees to sell and the Customer agrees to purchase the Consumables on the terms and conditions set out or referred to in the Agreement.

2.2 All purchase orders submitted by Customer will be of no effect unless and to the extent that they are accepted by Miraclon in its sole discretion and provided they refer expressly to and are subordinate to the Agreement. Orders for Consumables may be subject to minimum order values and quantities (details available on request)

2.3 All orders shall be placed via the Miraclon online ordering process where available. If online ordering process is available, orders via any other means (phone, telefax, post, e-mail, etc.) may be subject to a surcharge to reflect additional handling efforts for processing unless otherwise agreed between the Parties. Customer shall keep secure any passwords provided by Miraclon for the use of such systems.

2.4 The terms of the Agreement contain the entire agreement between the Parties and cancel all previous terms of business between Miraclon and Customer in relation to its subject matter. No other terms and conditions (including, without limitation, any terms or conditions which the Customer purports to apply under any purchase order, acknowledgement or any other document issued by the Customer) shall form part of the Agreement.

2.5 The Customer represents that it is purchasing the Consumables as a professional end-user.

3. Consumables forecasts

The Customer is expected to provide updated Consumables forecasts, on a quarterly basis for the following 3 and 6 month periods, for all Consumables. Where available all forecasts shall be placed via the Miraclon online forecasting process, or if unavailable, in writing via Customer's designated Miraclon representative.

4 Delivery

4.1 Miraclon will make reasonable efforts to meet requested Delivery dates but Delivery times are estimates only shall not be liable for any delays in Delivery however caused.

4.2 In case of delays caused by Force Majeure as specified in condition 15.2, Miraclon shall have the right either to suspend deliveries without notice, or cancel the order without liability.

4.3 Miraclon may deliver the Consumables in instalments. Each instalment will be treated as a separate contract. Each instalment shall be paid on the due date as a condition precedent to further deliveries. Any defect in any instalment of Consumables shall not be grounds for cancellation of the remaining instalments.

4.4 Customer shall inspect the Consumables immediately on Delivery to ensure compliance with the Agreement.

4.5 Incomplete Deliveries/Product missing from order(s) must be reported in writing to Miraclon within 24 hours of Delivery of Products in accordance with conditions 4.5(i) and 4.5(ii):

- (i) Loose carton Delivery – a consignment note is provided with each Delivery. It is the Customer's or its agent's responsibility to sign and print their name on the consignment note confirming receipt of the order. Any carton shortages or damage must be clearly noted on the consignment note before the Delivery is completed. Claims for carton shortages or damage not marked on the consignment note will not be accepted.
- (ii) Large Delivery (shrink wrapped) – a consignment note is provided with each Delivery. It is the Customer's or its agent's responsibility to sign and print their name on the consignment note confirming receipt of the order. Any pallet shortages or obvious damage must be clearly noted on the consignment note before the Delivery is completed. If possible the Customer should count the number of cartons and note any shortages on the consignment note before the Delivery is completed.

5 Complaints>Returns

5.1 Customer shall, within 7 days of Delivery, give Miraclon customer service written notice of any damage or defect reasonably apparent from an inspection that was not reasonably apparent on inspection at Delivery. Customer must notify Miraclon in writing of non-Delivery or invoice queries within 7 days of the Consumables invoice date.

5.2 Customer shall give Miraclon written notice of any defects in Consumables not reasonably apparent on inspection at Delivery within 2 days of the Customer discovering such defects.

5.3 Quality complaints must be accompanied by a specimen of the Consumables showing the reported defect together with the identification references.

5.4 Where Miraclon is satisfied that the Consumables were damaged or defective on or before the date on which risk passes to the Customer, Miraclon will repair or replace them free of charge or at its discretion credit the Customer with the price of the Consumables. Subject to condition 5.5 any Consumables replaced or credited shall be returned to Miraclon. In the event that Miraclon allows Customer to retain such Consumables, then any credit shall be reduced by any recovery or scrap value of such Consumables.

5.5 Consumables may only be returned with Miraclon's prior agreement, when Miraclon will arrange collection and issue a collection note, otherwise Miraclon will not be liable for any loss of, or damage to, Consumables. Miraclon drivers or delivery carriers are not authorised to collect Consumables for return without Miraclon written authorisation.

6 Risk and title

6.1. The risk of loss of, or damage to, the Consumables shall pass from Miraclon to Customer as specified in the applicable Incoterm.

6.2. Ownership of the Consumables will pass from Miraclon to Customer upon Delivery.

7 Price and Payment

7.1 Prices are net, exclude VAT, and are as stated in Schedule - Consumables.

7.2. Unless otherwise stated in Schedule Consumables, Miraclon reserves the right to vary Consumables prices at any time with 30 days notice. Prices charged are those ruling at the date of ordering.

7.3 Payment for the Consumables will be made in cleared funds in accordance with the payment terms set out in the Agreement, or if no payment terms are specified then within 30 days from the date of invoice.

7.4 Payment may not be made in a currency other than that specified in the invoice. Unless otherwise agreed by Miraclon, payment shall be made by direct debit or electronic funds transfer as notified by Miraclon.

7.5 Until a credit account is established, all business with new Customers is on a cash with order basis unless otherwise agreed. Any grant of credit facilities is conditional on Miraclon receiving payment on or before the date set out on Miraclon's invoice and Miraclon may withdraw credit facilities forthwith if this condition is not observed, in which case payment of all outstanding amounts will immediately become due and payable.

7.6 If the Customer fails to pay any amount when due then the Customer will immediately be in default and Miraclon may, without prejudice to Miraclon's other rights and without further notice, cancel the order for Consumables, postpone shipments of Consumables, alter payment terms, repossess the Consumables, terminate the Agreement and automatically without the necessity for formal prior notice charge interest on all overdue amounts from the date payment is due until the date actual payment is received at the monthly rate of 1.5 % of the overdue balance. Any other amounts outstanding from the Customer to Miraclon shall also become due and payable immediately.

7.7 Any rebates allowances or other amounts due to the Customer will be dealt with by creditnote or payment.

8 Warranty

8.1 Miraclon warrants that at Delivery, and for a period of 2 calendar months after Delivery, the Consumables will conform to their specifications, provided they are stored and used in accordance with such specifications. There are no warranties on Consumables such as filters and light bulbs. Subject to condition 9.1 any further conditions or warranties (whether express or implied by Applicable Law or arising from conduct or a previous course of dealing or trade custom or usage) as to quality, or fitness for any particular purpose, are expressly excluded. In the event of any claim by Customer, Miraclon's liability shall be limited, at Miraclon's option, to replacement of the Consumables that are the subject of the claim or refunding the cost of such Consumables.

8.2 Miraclon's obligations under this warranty shall not include replacement necessitated in whole or in part by: (i) accident, neglect, use of the Consumables in any other manner than stated in the specifications, abuse, improper handling or transportation, or improper environmental conditions such as improperly maintained air conditioning, humidity control, caused by any party other than Miraclon; (ii) improper storage or the use of unauthorised chemistries or processing equipment.

9 Exclusions and Limitation of liability

9.1 Nothing in the Agreement shall affect any liability which Miraclon may have in respect of the death of, or personal injury to, any person resulting from Miraclon's negligence or operate to limit or exclude any liability for fraud or fraudulent misrepresentation or other liability which cannot be excluded by Applicable Law.

9.2 Subject to condition 9.1, in no event shall the liability of Miraclon or that of its parent corporation, subsidiaries, affiliates, licensors, manufacturers, subcontractors, and suppliers exceed the actual amount Customer paid for the specific Consumables that directly gave rise to the damages claimed.

9.3 Subject to condition 9.1, in no event shall Miraclon, its parent corporation, subsidiaries, affiliates, licensors, manufacturers or suppliers or subcontractors be liable for any loss of revenue, profits, business, contracts or cost savings, claims for loss of production or goodwill payments made, anticipated losses resulting from the Agreement, lost data, source material, images or other output, cost of substitute equipment, facilities or services or downtime cost or claims from third parties for any such loss or damage or for any other indirect, special, incidental or consequential loss or damages of any kind even if Miraclon is made aware of the possibility of such losses or damages.

10 Agreement Term and Termination

10.1 The Agreement shall be effective from and including the Effective Date and shall continue for the Initial Period continuing thereafter unless and until either Party terminates the Agreement by giving 3 months' written notice to the other expiring at the end of the Initial Period or at any time thereafter.

10.2 Miraclon may, by written notice to the Customer, terminate the Agreement or suspend the supply of Consumables immediately in the event: a) the Customer fails to make any payment due to Miraclon within 14 days of the due date; b) of any insolvency or bankruptcy proceedings by or against Customer including appointment of a receiver; and/or c) the Customer is in breach of any material provision of the Agreement which is not rectified within 30 days of written notice requiring rectification. Such termination shall be without prejudice to the accrued rights of Miraclon and the Customer, provided that Miraclon may without liability cancel any outstanding orders and provided that, subject to condition 9.1, Miraclon shall not be liable for any termination damages or compensation however arising.

11 Product Information

The Customer shall ensure that all safety information provided by Miraclon relating to the Consumables is passed on to the Customer's employees, contractors and representatives or Consumables users. The Customer shall not alter, mask or remove any safety information from the Consumables.

12 Confidentiality.

12.1 The Receiving Party shall use Confidential Information received solely for the purposes of performing its obligations in accordance with the terms of the Agreement.

12.2 The Receiving Party will exercise in relation to the Disclosing Party's Confidential Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information and in any event will exercise a reasonable and appropriate degree of care and protection.

12.3 The Receiving Party undertakes not to disclose any of the Disclosing Party's Confidential Information to any third party except that it may disclose such Confidential Information to its employees, professional advisors, agents or sub contractors but only to the extent necessary for the performance of its obligations under the Agreement. The Receiving Party shall ensure that any third party to whom it discloses the Confidential Information shall be informed of the confidential nature of the information and be bound by obligations of confidentiality on terms no less onerous than those set out in these Miraclon T&C's.

12.4 Without prejudice to any other rights or remedies that either Miraclon or the Customer may be entitled to, Miraclon and the Customer acknowledge that damages may not be an adequate remedy for breach of these confidentiality obligations and agree that both Miraclon and the Customer will be entitled to seek the remedies of injunction, specific performance and any other available equitable relief for any threatened or actual breach.

12.5 The provisions of this condition 12 shall not apply to any Confidential Information:

12.5.1 to the extent that it is or comes into the public domain otherwise than as a result of a breach of the Agreement by the Receiving Party;

12.5.2 which the Receiving Party can show by its written records was in its possession prior to receiving it from the Disclosing Party and which it had not previously obtained from the Disclosing Party or a third party on its behalf under an obligation of confidence;

12.5.3 which the Receiving Party can show by its written records was obtained by the Receiving Party without restriction as to use or disclosure from a third party legitimately in possession of it and legitimately able to disclose it;

12.5.4 which has been independently developed by the Receiving Party without access to the Confidential Information; or

12.5.5 which is required to be disclosed by any Applicable Law.

12.6 The provisions of this condition 12 shall survive the expiry or termination of the Agreement and continue for a period of 3 years following the date of expiry or termination of the Agreement.

13 Trademarks

Miraclon trademarks are duly protected by Applicable Law in force and by international conventions. Customer will not use Miraclon trademarks without previous authority in writing from Miraclon, it being understood that nothing in the Agreement shall imply such authority.

14 Data protection

Should either Party provide any personal information to the other Party in connection with this Agreement, the following terms apply: (i) Each Party warrants that it shall comply at all times with its obligations under the local data privacy legislation applicable to it in any specific country (the "**Privacy Laws**"), including (without limitation) the EU General Data Protection Regulation; (ii) Each Party shall process the personal information as needed to further the relationship contemplated by this Agreement, and as required or permitted by Applicable Law; (iii) Each party shall have implemented reasonable operational, technical and organizational measures to protect the personal information against accidental or unlawful destruction or alteration and unauthorized disclosure or access; and (iv) If a Party becomes aware of a security breach (as defined in any applicable Privacy Law) that compromises the security, confidentiality or integrity of the other Party's personal information (an "**Incident**"), it will take appropriate actions to contain, investigate and mitigate the Incident, and (as required by applicable Privacy Laws) it will notify the other Party and/or affected individuals.

15 Miscellaneous

15.1 Assignment. Customer shall not assign its obligations under the Agreement, nor delegate or sub contract any performance without Miraclon's prior written consent, which consent shall not be unreasonably withheld. Miraclon may assign all or part its rights and obligations under the Agreement in connection with a sale of the business or assets to which the Agreement relates or relation to the Consumables, or sub contract its obligations or carry out its obligations through its affiliates without restriction.

15.2 Force Majeure. Neither Party is liable to the other Party for losses, damage, detention, or delays, or will be responsible if its performance becomes commercially impracticable, due to causes beyond the reasonable control of that Party, including strike, lockout, labour disputes or shortages, riot, revolution, mobilisation, war, epidemic, pandemic, transportation difficulties, difficulties in obtaining necessary materials, manufacturing facilities, or transportation, working difficulties, machine breakdowns, accidents, fires, floods or storms, failure of suppliers, acts of God, sabotage, civil unrest, government imposed restrictions or embargoes, acts of civil or military authority, Applicable Law whether valid or invalid, inability to obtain material, hardware or transportation, incorrect, delayed or incomplete specifications, drawings or data supplied by the other Party or third parties (collectively "**Force Majeure**"). In the event of delay in performance due to Force Majeure, any dates set out in the Agreement will be postponed by such period as may be reasonable necessary to compensate for delay.

15.3 Amendment, Modifications. Any kind of amendment or modification to the Agreement shall be in writing and signed by authorised representatives of both Parties or shall be of no effect.

15.4 Waiver. The failure or delay of Miraclon in exercising a right or remedy does not constitute waiver of them or any right to subsequently enforce them.

15.5 Severability. If any part of the Agreement is held unenforceable, the validity of the remaining provisions will not be affected.

15.6 Representations. The terms of the Agreement supersede all prior drafts, agreements, arrangements, understandings and discussions between the Parties or their advisors and all statements, representations, terms and conditions, warranties, guarantees, proposals, communications and understandings whenever given and whether orally or in writing. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any such statements, representations, terms and conditions, warranties, guarantees, proposals, communications and understandings that are not set out in the Agreement. Nothing in this condition shall limit or exclude any liability for fraud or fraudulent misrepresentation.

15.7 Set off. All amounts due to Miraclon shall be paid in full without any deduction or withholding (other than any deduction or withholding of tax as required by Applicable Law) and the Customer shall not assert any set-off or counterclaim against Miraclon to justify withholding payment in whole or in part. Without waiver or limitation of any of its rights or remedies where Miraclon has incurred any liability to the Customer, whether under the Agreement or otherwise, Miraclon may set off the amount of such liability, including any applicable VAT payable, against any sums owed at any time by Miraclon to the Customer.

15.8 Enforcement. Each Party shall be liable for all costs incurred by the other Party (including legal fees and other legal costs) (i) in connection with the collection of any past due amounts and (ii) in any successful action by such other Party to enforce the terms of the Agreement.

15.9 Major business change. If, in the reasonable opinion of Miraclon, there is or is likely to be a major change in the business operations of Miraclon that has or could have an adverse impact on the viability of the provision of the Products to be supplied to the Customer (**Major Business Change**), Miraclon may notify the Customer and Miraclon and the Customer must meet and discuss in good faith whether the provisions of the Agreement need to be varied. In the event that the Parties cannot agree in good faith on Agreement variations within a period of 30 days, then either Party has the right to terminate the Agreement. Unless otherwise agreed by Miraclon and the Customer, the rights and obligations of either Party will not be affected until the Agreement is terminated in writing. Neither Party will be entitled to claim or receive compensation from the other Party by reason of the operation of this condition.

15.10 Communication. The Customer agrees that Miraclon personnel can communicate electronically with the Customer designated individuals, in relation to marketing, Consumable shipments, payments, services, other support items, etc. The Customer is responsible for ensuring that they keep the contacts updated via the Miraclon online support process, or if unavailable, in writing via Customer's designated Miraclon representative.

15.11 Notices. All notices to be given under the Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by first class mail (or air mail if sent internationally) or sent by courier or by fax or email addressed to the Party concerned at the address specified in the heading to the Agreement or to the designated fax number or email address of the recipient's Managing Director or Corporate Secretary or to such other address, email address or fax number as may be notified from time to time by the Party concerned as set out in this condition and shall be deemed to be served when personally delivered, or 2 days after the date it was sent by first class mail (or 3 days after the date it was sent if sent by air mail) or on the date of the fax transmission or email provided that in the absence of acknowledgement of delivery a confirmatory copy is sent by first class post (or air mail if sent internationally).

15.12 Entry into the Agreement. The Agreement may be entered into by electronic means. Facsimile signatures are acceptable. It will come into effect only upon signature by the authorised representatives of both Parties.

15.13 Governing law - Jurisdiction. The Agreement and all matters relating to the Agreement (its coming into existence, its interpretation, its validity, enforceability, termination, etc) shall be governed by and construed in accordance with Belgium law. Each Party hereby submits to the exclusive jurisdiction of the courts of Belgium, provided that either Party shall be entitled to enforce any award made by or any judgement or decision of the courts of Belgium in any other jurisdiction and Seller may commence proceedings in any court with jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.