

General Conditions – unsealed distribution

Article 1. APPLICABILITY

These General Conditions apply to all agreements, orders, offers and deliveries, unless clearly and in writing stated otherwise and confirmed by InovaMedia, hereafter to be called 'InovaMedia'.

Article 2. OFFERS AND QUOTATIONS

Every offer or quotation made by InovaMedia has a validity of three months starting from the date of offer/quotation. Every offer or quotation made by InovaMedia, including the in the prospectus mentioned numbers, possibilities and prices are without obligation. In case the numbers, sizes, weights and prices stated in an offer or prospectus change, or when during the execution of an order deviations from the offer are found, InovaMedia preserves the right to charge these changes without prior notification or approval, at the then going rates and the principal is obligated to pay, even if a confirmation of the order already took place.

Article 3. ACCOMPLISHMENT

Agreements with InovaMedia BV are only established by confirmation/acceptance in written form by InovaMedia BV. The content of a confirmation which InovaMedia sends to a principal, is considered to be complete and correct, unless the principal immediately but at the latest not longer than two working days before the start of the distribution makes a written protest against the order confirmation. Changes in the order confirmation are only valid when confirmed in writing by InovaMedia.

Article 4. ENCLOSURES/SEPARATE DISTRIBUTIONS

4.1 For separate distributions are, unless explicitly stated otherwise in writing, further details established per order and different rates apply.

4.2 It is not allowed to add enclosures to printed matter that has to be distributed, except with prior written approval from InovaMedia, for special rates are applicable, which can be obtained at request.

Article 5. ANNULMENT

If an order is annulled by the principal 14 days before the agreed date of distribution, InovaMedia has the right to charge 15% of the invoice, regardless of the reason of this annulment. In case of a later annulment, InovaMedia has the right to charge 25% of the invoice. Delay in the execution of the agreement by principal is considered as annulment.

Article 6. (Ending of a) LONG TERM AGREEMENT

Except in case of accountable shortcoming by InovaMedia, the principal will observe a reasonable term of notice of one month per (part of a) year, yet no more than five months, when ending the long term agreement.

Article 7. PRICES

7.1 All prices indicated by InovaMedia are net cash (without discount), excluding VAT and excluding other government enforced extras.

7.2 All prices acknowledged by InovaMedia are only valid if weights, sizes etc. as mentioned are in compliance with the delivered articles or printed matter. When differences in mentioned sizes, weights etc. are found, or when problems arise when handling the materials, InovaMedia has the right to make arrangements and to charge a surcharge without prior consultation with the principal. Possible return shipments as well as packing costs are on account of the principal.

7.3 In case of measures by the authorities, which are price increasing, and among other things interim increases and/or surcharges on freights, goods and/or base materials, taxes, customs tariffs, wages, National Insurance contributions, or increasing or decreasing of the Dutch and/or a foreign currency, InovaMedia has the right to increase the agreed prices.

Article 8. DISTRIBUTION TERMS

The in the agreement mentioned distribution terms are understood to be an approximate agreement, except when a possible distribution term is stated explicitly, in writing and for InovaMedia known as fatal. InovaMedia is, though obliged to maintain the distribution terms as much as possible, not responsible for the consequences of exceeding. Any exceeding does not commit InovaMedia to any compensation and does not give the principal the right to postpone payment of the invoices or to declare the agreement annulled. After passing of the distribution term, principal has the right to summon InovaMedia in writing to distribute within a reasonable term. In case of exceeding this further term, the principal has the right to annul the agreement. Distribution terms are only valid if the materials to be distributed are in possession of InovaMedia in time. In case of late delivery of the materials to be distributed, the principal should set a new distribution term bearing in mind the at that moment for InovaMedia existing possibilities for executing the order. All expenses resulting from the late delivery of the materials to distribute by the principal is on account of the principal.

Article 9. DELIVERY PRINTED MATTER

Materials for distribution should be delivered in time at the central expedition of InovaMedia and/or depots to be appointed by InovaMedia, accompanied by carriage note/covering letter. With carriage forward delivery InovaMedia has the right to refuse it or to charge the carriage costs to the principal. This is to be decided by InovaMedia.

InovaMedia does not accept any responsibility if the carriage note/covering letter is not signed by InovaMedia or the third party appointed by her. InovaMedia is not liable for the consequences of a difference between delivered and agreed amount; the by the principal stated amount is assumed to be the correct amount by InovaMedia. All materials to be distributed should, unless explicitly agreed otherwise, be in possession of InovaMedia or a by InovaMedia appointed third party at least 4 working days before the week of distribution. The printed matter for distribution should be delivered in manageable bundles. The number of items per bundle should clearly be mentioned at the outside of the bundle, unless the number of items per bundle is mentioned on the forwarding declaration. In case printed matter is not delivered as stated before, InovaMedia has the right to charge extra costs or refuse the shipment.

Article 10. STORAGE AND TRANSPORTATION PRINTED MATTER

The materials stored at InovaMedia BV are not insured by InovaMedia, and have to be insured against fire-, water- and explosion damages and plane crashes on account of the principal. If the

principal neglects to insure the materials to be distributed by InovaMedia or stored with InovaMedia, InovaMedia will not accept any liability for this risk. If desired the stored materials can be insured at request of and at the expense of the principal. All transports of materials for the execution of an order by InovaMedia are insured according to the General Transportation Conditions 1983.

Article 11. REFUSAL OF ORDERS

InovaMedia has the right to deny or stop the execution of an order without having to compensate in any way in case the materials to distribute:

- have contents, shape or goals which are conflicting with any legal stipulation among which the codes of the D.M.S.A. ('Dutch Association for Direct Marketing, Distance Selling and Sales Promotion');
- are opposed to the public order, offend against the common decorum and/or the carefulness which the social order becomes, including dishonest competition; which does not relieve the principal from his duty to compensate the resulting costs, damages and interest to InovaMedia.

Article 12. PAYMENT

12.1 Unless agreed otherwise, the principal should pay the price and other amounts resulting from the agreement within fourteen days after date of invoice. When exceeding any instalment the principal is in default without the need for any proof of default by InovaMedia and from that moment on an interest of 2% per (partial) month is due.

12.2 At any moment InovaMedia BV has the right to demand full payment in advance or any other security before starting to execute the agreement.

12.3 When not paying on time as stated in paragraph 1 of this article, the principal is obliged to pay besides the amount due and the interest, the full amount of both extrajudicial and judicial collecting rates including the costs for lawyer, bailiffs and collection agencies. The extrajudicial costs will be at least 15% of the sum total with interest, this with a minimum of € 150.00.

Article 13. POSTPONEMENT

InovaMedia BV has the right to postpone all further fulfilment of her obligations that result from the agreements between InovaMedia BV and principal until payment of due claims takes place. If the principal does not comply to fulfil a due claim, all claims of InovaMedia BV will be due immediately and completely.

Article 14. RETENTION RIGHT

InovaMedia has the right to keep the principal's materials in possession until all costs made by InovaMedia to execute the orders of the same principal are settled, regardless whether these orders concern before mentioned cases or other cases, unless principal has provided sufficient security for those costs. This retention right also applies if principal enters a state of bankruptcy.

Article 15. CLAIMS AND COMPLAINTS

Claims and complaints should be filed in writing not longer than 5 working days after the last agreed distribution day; claims and complaints do not give the principal the right to postpone the compliance of her obligations. Claims or complaints should be filed in writing, if principal fails to do so, he cannot derive any right from this. No claims and complaints can be accepted for any of the situations mentioned below:

- a. Caravans or house boats;

- b. Houses without a mailbox or houses with one mailbox for a number of families;
- c. Houses or malls, where the access to the mailbox is locked;
- d. Pensions, hotels and industrial areas;
- e. Sanatoriums, hospitals, old people's- and nursing homes;
- f. When one or two addresses in a street are indicated as not-delivered and after checking it turns out that the rest of the street is delivered;
- g. When a resident proves to be the complainer and main tenant did receive the printed matter;
- h. Where for a deliverer for whatever reason it is too awkward and/or dangerous to be;
- i. Delays in the distribution by force majeure as stated under article 16;
- j. Addresses that indicated through a sticker that they don't want to receive any printed matter.

Article 16. FORCE MAJEURE

None of the parties is obliged to fulfil any obligation, 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. Following circumstances are supposed not to be on the account of InovaMedia BV:

Very bad weather conditions, strikes, severe frost, abnormal water levels, floods, and any circumstances of whatever nature, which make executing the order impossible for InovaMedia BV or yields more objections than InovaMedia BV in reasonableness could expect at the time of drawing up the agreement.

Article 17. LIABILITY

Our liability remains in all cases restricted to additional delivery of those places or parts of places where omissions took place, which were stated according to the quality system mentioned under article 18. When additional delivery is no longer possible, InovaMedia is obliged to pay a substitute compensation. Every liability of InovaMedia for any other sort of damage, among which delay damage, is out of the question.

Article 18. DISTRIBUTION QUALITY

InovaMedia BV makes an effort to look after 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 and in case of returning or multiple complaints, that concern one distribution area within the distribution period of one week, InovaMedia will investigate the origin of these complaints and takes measures if necessary. Besides that the distribution quality is checked constantly through a permanent measuring point system and through reports of an independent authorized research bureau. Despite the measures taken by InovaMedia to realize an optimal distribution, InovaMedia does not give any guarantee concerning the full execution of the distribution order. In case of a not fully executed distribution order, principal has no right to a refund and/or value of the not distributed printed matter. If the correctness of the complaint must be investigated, InovaMedia refers to the results of an investigation of printed matter with a high appreciation or reading range, which was distributed together with the printed matter of the principal in the same distribution period.

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Article 19. LEGAL DOMICILE

On agreements between InovaMedia and principal the Dutch laws apply. Conflicts arising from these agreements will at first be judged by a competent court in 's-Hertogenbosch, unless InovaMedia renounces or unless imperative law tells otherwise.

InovaMedia
August 2009