

General Conditions - separate/unsealed distribution

Article 1. APPLICABILITY

Orders for distributing unaddressed items and requests for quotations for doing so are only executed under the following conditions. An agreement regarding deviating conditions is always recorded in writing.

Article 2. CONCEPT DESCRIPTION DISTRIBUTION UNADDRESSED ITEMS

Distribution of unaddressed items is the distribution by InovaMedia BV of a batch of uniform single flyers, single samples* or single goods* (one piece per delivery, coming from one principal), hereafter to be called 'batch', on which no destination address is mentioned and on which no franking or stamping is affixed. With uniform is meant that the looks, contents and weight of the items are exactly the same. Distribution occurs within a specific agreed area as 'mailshot', which means delivery as agreed on all points of delivery or just on private points of delivery in the agreed area.

Article 3. OFFERS

3.1 All offers from InovaMedia BV regarding distribution of unaddressed items are free of engagement. Orders, agreements and arrangements are only obligatory for InovaMedia BV if and when they are 'accepted' in writing. InovaMedia BV will inform the principal not later than four weeks before the week of distribution if she accepts the order. InovaMedia BV can only do so if the principal announces the definitive distribution plan (which amongst others contains the specification of the four positional postal code areas and the weight per piece) not later than five weeks before the week of distribution with InovaMedia BV. If InovaMedia BV then decides not to accept the (original) order, if desired an alternate solution can be looked for in consultation with the principal.

3.2 When accepting an order it should be clearly mentioned if and to what extent there are different batches (flyer versions). Per batch the planning agreement is recorded.

3.3 Offers are made based upon data supplied by principal, if necessary corrected with help of the with InovaMedia BV present data about points of delivery which are not available for delivery, as meant in article 9, paragraph two.

3.4 The principal cannot appeal to the offer, if before or during execution of the order shows that the data provided by him (for instance regarding the character, the quality, the number, the size, the weight or the content of the items) is not correct or incomplete. In that case InovaMedia BV has the right to stop or postpone the execution of the order, or to execute the order against a price according to the website www.uwfolderverspreiding.nl, as stated in article 4, that is in accordance with the proven actual data, which the principal than is obliged to pay. If possible InovaMedia BV will contact the principal for consultation regarding stopping or postponing the delivery or from the offer deviating prices.

3.5 There are a minimum number of pieces per batch. These numbers can be found on the website www.uwfolderverspreiding.nl

Article 4. PRICES

Unless agreed otherwise in writing, the prices for the distribution of unaddressed items are those that are stated on the website www.uwfolderverspreiding.nl or in another general available publication by InovaMedia BV, always the latest version. All published or offered prices are excluding taxes or other levies, unless explicitly stated otherwise. Billing occurs based on the number of items to be distributed in the area agreed upon. The number of items to be distributed is determined according to article 9, paragraph two.

Article 5. COMPLAINTS

Filing complaints can be done in writing or by telephone with InovaMedia BV via number +31 77 4660189. The complaints should be filed with InovaMedia BV within five working days after the agreed date or period of distribution.

Article 6. LEGAL STIPULATIONS/REFUSAL

6.1 The principal guarantees that the content of the items to be distributed or the distribution of those items is not inconsistent with legal stipulations, is not an invasion of the rights of a third party and is no danger for the people handling or receiving the items and indemnifies InovaMedia BV and her group companies against justified claims from third parties.

6.2 Without prejudice to her freedom to case by case accept or refuse orders for distributing unaddressed items, InovaMedia BV has the right to refuse the distribution of items against which are any objections for reasons, such as published in among other things the 'Nederlandse Reclame Codes' (Dutch Advertising Standards) and the 'Speciale Reclame Codes' (Special Advertising Standards), published under the responsibility of the 'Stichting Reclame Codes' (Advertising Standards Authority). Applicable is always the latest version of the mentioned codes.

Article 7. REQUIREMENTS THE ITEMS NEED TO MEET

Except for other agreements in writing, the items (flyers, samples as well as goods) have to meet the following demands.

7.1 Size/weight/paper quality/supplements

- Fully uniform single items (one piece per item, coming from one principal) per Batch (announce different versions as separate batches);
- Minimum size 9.0 cm x 14.0 cm;
- Maximum size 24.0 cm x 33.0 cm;
- Maximum thickness 0.4 cm;
- Maximum weight 100 g;
- Square or rectangular shaped;
- Sufficient sturdiness (which means a sturdiness that is the same as a sheet of paper of 170 g/m², material of a lighter quality has to be folded or delivered in a cover. When the occasion arises, InovaMedia BV has the right to fold the items and charge the principal of the distribution the costs, if possible after consultation);
- Not slippery and fairly manageable;
- Printing ink must not run.

Without written consent beforehand by InovaMedia BV it is not allowed to add supplements.

7.2 Packing

If the delivery is packed, at least the packing has to meet the agreed demands.

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7.3 Mentioning the address of the principal

The receiver should be able to contact the principal. Therefore the principal has to mention his name, address and telephone number on the packing so he can be identified; just a PO Box and/or telephone number are not enough.

Article 8. ENDING THE ORDER

InovaMedia BV has the right to refuse an order or to cancel the execution of an order, whether it is provided/confirmed or not, without being liable for damages, as soon as distribution proves to be against legal stipulations, violates the rights of a third party, presents any difficulties as mentioned in article 6, does not comply with article 7 or other demands agreed upon, or because of any other weighty reason so (further) execution cannot be demanded from InovaMedia BV.

Article 9. DELIVERY AND STORAGE

9.1 The desired period or date for distribution and the number of items to be delivered will be stated in the offer or the order confirmation by InovaMedia BV after consultation with the principal.

9.2 The number of items to be delivered will be determined according to the by principal desired and by InovaMedia BV accepted degree of selectivity of distribution, and with the information present at InovaMedia BV regarding delivery points not suitable for delivery and the number of deliveries per delivery point.

9.3 Per principal only one batch can be planned per preparation area, being an area that consists of a series of four-digit postal area codes. InovaMedia BV will eliminate possible overlaps, if possible after consultation with the principal.

9.4 The items to be distributed by InovaMedia BV should all be delivered at the date or in the period agreed free of charge at the by InovaMedia BV appointed address, accompanied by a correct and fully filled in offer form (model by InovaMedia BV). Only after signing the offer form or after receiving an order confirmation (OBV) the offer is considered accepted.

9.5 InovaMedia BV has the right to check the number filled out on the offer form. The items to be distributed have to be separated and packed in a practical way, as agreed upon. The packed items should be counted and addressed the way InovaMedia BV indicates.

9.6 Remainders can be returned free of charge, without further instructions from principal, but do not give the right to (partial) restitution or deduction of the costs for distribution.

Article 10. DISTRIBUTION

10.1 In the Netherlands there are no areas excluded from distribution.

10.2 Distribution by InovaMedia BV takes place from Tuesday until Saturday and can take place at the same time as the distribution of addressed items. Unless agreed otherwise with principal in writing, the distribution can be combined with other unaddressed items. Just as with addressed items the unaddressed items are only delivered by InovaMedia BV if and when mailboxes comply with the regulations regarding place, size etc. determined by the Minister of transport (mailboxes order (Government Gazette 1988, 252)) provided that there will be no delivery on recreation parks. InovaMedia BV is also not obliged to deliver at delivery points where the items cannot be delivered in the mailbox.

10.3 Arranged periods or dates of distribution only apply if and when the items to be distributed are present at InovaMedia BV on the arranged time, in the arranged number and according to the agreed delivery specifications. Costs due to delayed or incorrect delivery, made by

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InovaMedia BV in order to realise a distribution in the arranged period or date despite the late/incorrect delivery, are at the expense of the principal. If possible InovaMedia BV will consult the principal in advance about this.

10.4 When the occasion arises InovaMedia BV has the right to set a new date or period for the distribution of incorrectly or late delivered items. If the principal therefore wants to use his right to alter the order fully or partially or to annul the order, article 13 applies.

10.5 InovaMedia BV reserves the right not to distribute or restrict the distribution of unaddressed items due to capacity peaks in certain restricted periods. To these periods belong the last three weeks of the year until January 2nd of the following year. If the principal wants an order for unaddressed distribution to be executed in a restricted period, and InovaMedia BV accepts such order, the principal owes a surcharge on the usual tariff. Concerning periods and the surcharge will be determined by InovaMedia BV at least three months ahead of the restricted period. More information on this subject can be obtained from InovaMedia (for telephone number: see final clause).

Article 11. DAMAGES

InovaMedia BV does not accept any liability for damages or loss of the items to be distributed, no matter the cause, nor for any other damages of any other kind. This exclusion of liability is not applicable if it is a matter of self acting or neglect of InovaMedia BV where it is a matter of intention to cause the damage, or recklessness knowing that the damage probably would result.

Article 12. PAYMENT

12.1 Payment of the amount owed for distribution should occur before or at delivery.

InovaMedia BV has the right to adjourn the execution of an order, if the amount due is not settled before or at delivery.

12.2 If the principal uses the by InovaMedia BV granted right to settle the invoice on account, payment will occur according to the conditions applying for payment on account. In case of arrears of payment concerning previous orders InovaMedia BV has the right to adjourn a new order until the arrears of payment are settled. When the execution of an order by InovaMedia BV is delayed due to using the in this article described rights, InovaMedia BV will act the same way as with the delayed delivery as meant in article 10.

Article 13. ANNULMENT/ALTERATION BY PRINCIPAL

In case of the complete or partial annulment or in case of alterations of an by InovaMedia BV accepted order by the principal within a three week term before the arranged period or date of distribution, InovaMedia BV charges the costs already made for the execution of this order and additionally 30% of the invoice of the altered or annulled part of the order. When the principal did not fully or partially annul the order within the before mentioned three week period there will be a surcharge of 100% of the invoice of the annulled or altered amount on top of the costs already made for execution of the order.

Article 14. USE OF DATA

14.1 The principal vouches to use possible data made available by InovaMedia BV only once and only for the benefit of the agreed order for distribution of unaddressed items.

14.2 Without written permission by InovaMedia BV it is not allowed for the principal to pass the provided data completely or partially to a third party under whatever circumstances, for other

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reasons than for the use regarding the arranged order for the distribution of unaddressed items.

Article 15. DISAGREEMENTS

All disagreements between InovaMedia BV and the principal concerning the agreements for the distribution of unaddressed items that are not settled by mutual agreement will at first be presented to the competent court in Roermond.

Article 16. SPECIAL CONDITIONS SELECTIVE UNADDRESSED DISTRIBUTIONS**16.1 General**

Preparing and drawing up selective unaddressed distributions is bound by deadlines. Compared to standard unaddressed distributions more costs are made, and costs are made sooner. Mutation possibilities are limited.

16.2 Announce distribution early

The 'global' area of distribution has to be announced preferably more than six weeks before the term of distribution to InovaMedia BV.

16.3 Distribution plan

The principal can choose to make his own distribution plan with help of his own selection criteria or have InovaMedia BV draw up such a plan at an agreed price. The distribution plan has to fit an existing product version. Per area to be distributed at least the minimum number of deliveries has to be selected, this is stated on the website www.uwfolderverspreiding.nl or in another generally available publication by InovaMedia. Applicable is always the latest version.

If the principal makes the distribution plan

The principal delivers the distribution plan not later than six weeks before the week of distribution to InovaMedia BV in the arranged lay-out. The by the principal calculated number of distributions will be re-calculated by the InovaMedia systems for producing the order forms. If differences are noticed, the numbers from InovaMedia BV are considered to be correct.

If InovaMedia BV makes the distribution plan

Principal informs InovaMedia BV preferably six weeks before the week of distribution about the selection criteria for the distribution plan and about the number of deliveries to select. Alterations are possible up to four weeks before start of the distribution term. After that mutations are only possible if they can be processed in fairness, against compensation of the costs made, without prejudice to article 13 of these terms of delivery. However there can be no guarantee on the full implementation of the alterations.

Article 17. GOVERNMENTAL INFORMATION**17.1 Definition descriptions**

- With 'Governmental Information' is meant: Printed matter or another information medium in physical form coming from the government containing information that is directly related to the execution of governmental tasks;
- What is meant with 'Government': An official body, a province, a municipality or another public body including services, organisations and companies working for them, or a body of a by common rule appointed organisation charged with the execution of governmental tasks;
- With 'Governmental Task' we mean: a statutory task.

17.2 Further stipulations for the distribution of unaddressed governmental information

In addition to and as a departure from the stipulations in these General Delivery Conditions, InovaMedia BV can distribute the governmental information under the following conditions within

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an arranged area as a 'mailshot', which means on every private and business point of delivery, including the points of delivery where it is known that unaddressed items are not appreciated.

Further stipulations

- The items to be distributed contain governmental information.
- The source of the item has to be clearly shown on the item, by mentioning the name and address of the concerning government (or the government she comes under), and by using a concerning logo.
- In or on the items should clearly be mentioned that questions or complaints regarding the items should firstly be addressed to the government, which is mentioned in the items.
- Regardless who offers the items to InovaMedia BV, InovaMedia BV regards the government, to whom the items belong according to the data in the parcels, to be the principal and therefore also the responsible authority for dealing with possible complaints of the receivers.
- The government who can be regarded as principal indemnifies InovaMedia BV and her group companies from all liabilities from receivers of the unaddressed government information and other third parties.
- InovaMedia BV has the right to make conditions to the minimum number of unaddressed items that will be offered to her by or on behalf of the government, and to the area they have to be distributed in.
- The unaddressed governmental information should be offered by InovaMedia BV separated from other items.
- The unaddressed governmental information will not be distributed by InovaMedia BV together with other unaddressed items (being no governmental information).

Article 18. FINAL CLAUSES

18.1 These Terms of Delivery for distribution of unaddressed items by InovaMedia BV became valid as from November 27th 2009 and replace previous versions.

18.2 The Terms of Delivery for distribution of unaddressed items by InovaMedia BV can be downloaded from www.uwfolderverspreiding.nl.

18.3 These General Delivery Conditions, the prices for distribution of unaddressed items and the criteria for delivery can be altered by InovaMedia BV. In compliance of the in this article stated, alterations also apply to the agreements that were realized before the date of the alteration. The alterations will be effective 14 days after notice or at a later date stated in the notice.

18.4 If a principal does not want to accept an alteration regarding an already existing agreement, he should notify InovaMedia BV in writing as soon as possible after reading the alterations, but prior to the date of coming into operation of the alteration. InovaMedia BV and the principal will then try to find a fitting solution by mutual consideration.

InovaMedia BV
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