

SUPPLEMENTARY TERMS & CONDITIONS  
PRINT & PRINT-RELATED SERVICES  
12GROUP

**12Group**

Chamber of Commerce (KvK) number: 86515047

Hereinafter referred to as: "12Group"

These additional terms and conditions supplement the General Terms and Conditions of 12Group and apply to all print and print-related services provided by 12Group, including but not limited to the design, preparation, management, and delivery of printed materials such as flyers, brochures, posters, business cards, packaging, signage, banners, and other printed or printable materials. By commissioning a project or engaging in print services, the client explicitly agrees to the applicability and content of these additional terms.

**Article 1 - Definitions**

1. **Print Services:** all activities and deliveries related to print, including design layout, pre-press preparation, production, printing, finishing, packaging, and delivery.
2. **Client:** any natural or legal person purchasing print services from 12Group.
3. **Agreement:** any commitment between the client and 12Group regarding print services.
4. **Products:** all physical printed materials delivered under the agreement.
5. **Specification:** the written description of print materials, including content, formats, quantities, and technical requirements as set out in the quotation or order confirmation.
6. **Defect:** any deviation of the delivered product from the agreed specification or reasonable expectations.
7. **Written:** written communication in accordance with Dutch Civil Code Article 3:37, including email.

**Article 2 - Applicability**

1. These terms apply to all quotations, agreements, orders, and deliveries of print services by 12Group.
2. Deviations are valid only if agreed in writing by 12Group.
3. Client's general terms and conditions are explicitly excluded.
4. In case of conflict, these additional terms prevail over other documents or communications.

### **Article 3 - Quotations and Formation of Agreement**

1. Quotations are non-binding unless stated otherwise in writing.
2. An agreement is concluded upon written confirmation by 12Group.
3. 12Group is not liable for delays or shortcomings resulting from incorrect information provided by the client.

### **Article 4 - Specifications and Production**

1. The client is responsible for the accuracy and completeness of submitted files, text, color settings, dimensions, fonts, and other specifications.
2. Minor deviations in color, size, weight, or other technical properties are acceptable and do not constitute a shortcoming unless agreed otherwise in writing.
3. The client acknowledges that screen previews, print proofs, or PDFs may differ from the final product; such deviations do not entitle the client to corrections, compensation, or contract termination.

### **Article 5 - Delivery and Risk**

1. Delivery times are indicative and never strict deadlines unless explicitly agreed otherwise in writing.
2. Delivery occurs at the address specified by the client.
3. Once products are ready for shipment or collection, risk transfers to the client, including for free delivery ("franco").
4. Transportation and tracking costs are borne by the client unless agreed otherwise in writing.

### **Article 6 - Retention of Title**

1. Delivered print products remain the property of 12Group until all claims, including those arising from previous orders, are fully settled.
2. The client may use products in the normal course of business but may not sell, pledge, or transfer ownership while retention of title applies.

### **Article 7 - Complaints and Defects**

1. The client must inspect delivered products immediately upon receipt.
2. Complaints about visible defects must be submitted in writing within 3 business days, accompanied by supporting evidence.
3. Defects not reported on time cannot be invoked for repair, replacement, or compensation.
4. If a complaint is deemed justified, 12Group may choose to repair, replace, or provide (partial) reimbursement.

## **Article 8 - Liability**

1. 12Group's liability is limited to direct damage and up to the invoice amount of the relevant order.
2. 12Group is not liable for indirect damages, consequential damages, loss of profit, reputational damage, or data loss.
3. 12Group is not liable for errors or defects resulting from incorrect or incomplete input from the client, including wrong files, texts, color settings, or incomplete specifications.

## **Article 9 - Indemnification**

1. The client indemnifies 12Group against all third-party claims arising from delivered print products, including infringement of intellectual property rights, trademarks, copyrights, or other third-party rights.
2. All costs of legal assistance, fines, damages, and other obligations resulting from such claims are fully borne by the client.

## **Article 10 - Payment**

1. Invoices must be paid within the agreed payment term.
2. 12Group may require advance payment or security before commencing work.
3. In case of late payment, the client is automatically in default, and 12Group may charge statutory interest and collection costs.
4. Suspension of work does not release the client from payment obligations.

## **Article 11 - Termination**

1. 12Group may terminate the agreement immediately in case of breach, insufficient cooperation, or inappropriate behavior by the client.
2. Upon termination, the client remains liable for all outstanding amounts and incurred costs.

## **Article 12 - Confidentiality**

1. Both parties are obliged to keep confidential information secret.
2. This obligation remains in effect after termination of the agreement.

## **Article 13 - Governing Law and Disputes**

1. These additional terms are governed exclusively by Dutch law.
2. Disputes are submitted exclusively to the competent court in the Netherlands.

## **Article 14 - Burden of Proof and Establishment of Defects**

1. The burden of proof that delivered print products do not meet the agreed specifications lies entirely with the client.
2. Measurements, inspections, and determinations by 12Group or its engaged print

suppliers are considered binding evidence unless the client proves otherwise with an independent expert report.

3. Minor deviations in quantities (up to 10%), cutting margins, fold lines, positioning, color intensity, paper texture, coating, finishing, or embellishment are explicitly acceptable and do not constitute a shortcoming.
4. Deviations inherent to the printing process, mass production, or materials used are entirely at the client's risk.

### **Article 15 - Force Majeure and Dependence on Third Parties**

1. Force majeure includes failures at printers, paper suppliers, carriers, software or machine systems, staff shortages, strikes, material shortages, energy restrictions, government measures, pandemics, and international trade restrictions.
2. If 12Group cannot deliver (on time) due to force majeure or third-party shortcomings, the client has no right to compensation, contract termination, or suspension of payment obligations.
3. 12Group may amend, suspend, or terminate the agreement if continuation cannot reasonably be expected.

### **Article 16 - Chain Liability and Exclusion of Recourse**

1. 12Group is never liable for shortcomings of printers, producers, carriers, or other third parties it engages.
2. Any liability of these third parties is explicitly excluded from recourse against 12Group.
3. The client acknowledges that any claims must be made directly against the relevant third party, as legally permissible.

### **Article 17 - Use, Distribution, and Reprints**

1. Use, distribution, resale, or reprinting of delivered print products is entirely at the client's risk.
2. 12Group is not responsible for consequences of misuse, incorrect distribution, wrong print runs, incorrect target audiences, or misinterpretation of content.
3. Reprints, corrections, or adjustments after delivery are always treated as new assignments.

### **Article 18 - Expiration of Rights and Complaint Handling**

1. All client rights automatically expire if the client:
  - a. fails to complain timely according to Article 7;
  - b. partially or fully uses the print materials;
  - c. resells or distributes the print materials;
  - d. makes or allows modifications.
2. Complaints do not suspend the client's payment obligations.
3. 12Group exclusively determines the manner of complaint handling and any resolution.

## **Article 19 - Maximum Obligation and Exclusion of Additional Claims**

1. The client can never claim more work, quantities, corrections, reprints, deliveries, or services than explicitly agreed in writing in the quotation, order confirmation, or invoice.
2. Oral assurances, expectations, examples, or previous deliveries do not create obligations for 12Group.
3. Subscriptions, vouchers, or fixed agreements always have a maximum allocation without rights to carry-over, accumulation, or compensation.

## **Article 20 - Insurance and Limitation of Damages**

1. The client must minimize damage as much as possible.
2. 12Group's liability is in all cases limited to the amount paid by its insurer, plus any deductible, or—if no payout occurs—up to the invoice amount of the relevant order.

## **Article 21 - Independence of Provisions**

1. If one or more provisions of these additional terms are null or voidable, the remaining provisions remain fully in force.
2. In that case, the null provision will be replaced by a provision that legally approximates the original intent as closely as possible.

## **Article 22 - Hierarchy and Cumulative Effect**

1. These additional terms apply cumulatively alongside the General Terms and Conditions of 12Group.
2. In case of overlap, the provision that most protects the position of 12Group shall prevail, to the extent permitted by law.