

INTERNATIONAL
CO-EDITIONS
2023-2024

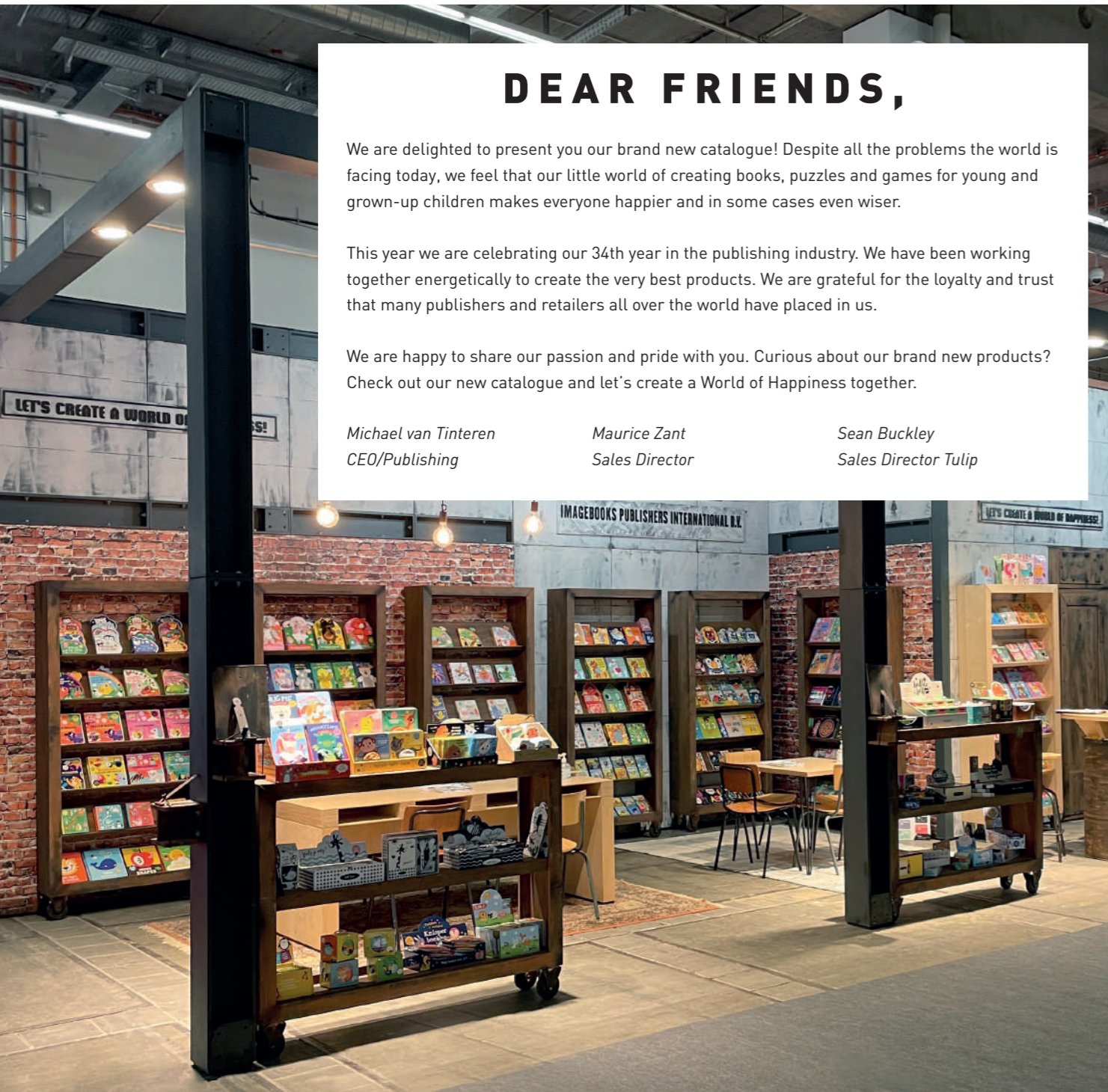
NEW AT
FRANKFURT &
GUADALAJARA
BOOK FAIR



**KIDS &
PARENTS**

Let's create a world of happiness

Image
Books®



DEAR FRIENDS,

We are delighted to present you our brand new catalogue! Despite all the problems the world is facing today, we feel that our little world of creating books, puzzles and games for young and grown-up children makes everyone happier and in some cases even wiser.

This year we are celebrating our 34th year in the publishing industry. We have been working together energetically to create the very best products. We are grateful for the loyalty and trust that many publishers and retailers all over the world have placed in us.

We are happy to share our passion and pride with you. Curious about our brand new products? Check out our new catalogue and let's create a World of Happiness together.

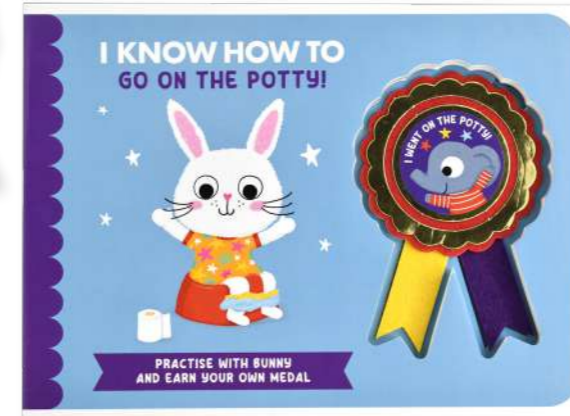
Michael van Tinteren
CEO/Publishing

Maurice Zant
Sales Director

Sean Buckley
Sales Director Tulip

I KNOW HOW TO ...

Play, practice & learn



Go on the potty!



Tie my shoes!



Brush my teeth!

New

Challenging tasks for children like tying your shoelace, brushing your teeth and go to the potty become easy and fun with the entertaining step-by-step story line in these books. Every title comes with a special tool to help children master the skill.

Specifications Potty

type	boardbook
special feature	with removable medal
content	6 spreads (incl. cover)
size	26 x 19 cm
age range	3+

Specifications Shoes

type	boardbook
special feature	shoe with laces
content	6 spreads (incl. cover)
size	26 x 19 cm
age range	3+

Specifications Teeth

type	boardbook
special feature	with mirror and hourglass
content	6 spreads (incl. cover)
size	26 x 19 cm
age range	3+

READING GUIDE



reading together



combine & understand



play & discover



eye-hand coordination



fantasy & magic



touch & feel



light effects



sound effects



Scan the QR code and discover our products!

Get inspired!



New

POP-IT!

Press the colourful noses and let them pop!

Meet your friends and happy animals. See what they and their friends are up to in these interactive pop and play books. The books come with a colourful pop-it nose that the little ones can touch and pop while the story is being read to them. Plop, plop! The Interactive fun and tactile learning in these books will captivate young readers time and again.

Specifications

type	illustrated board book
special feature	round pop-it nose
content	10 pages (incl. cover)
size	17 x 17 cm
age range	1+

Scan the code and take a look!



At Work



On Safari

MORE RECENT TITLES



Friends



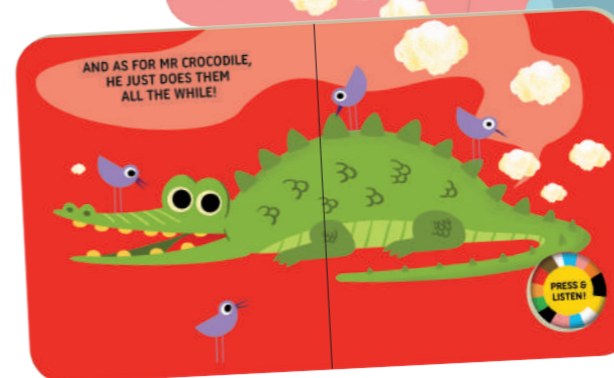
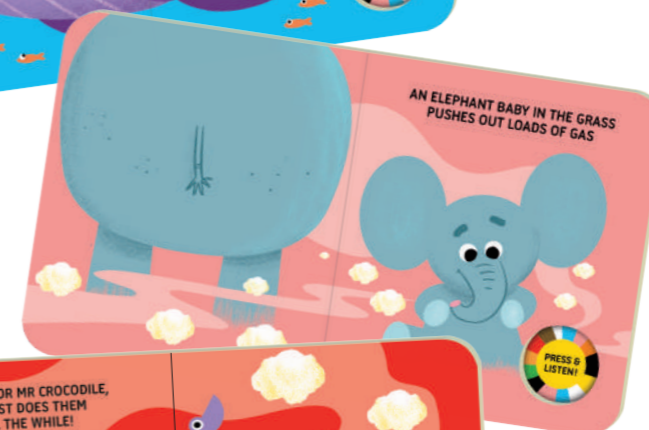
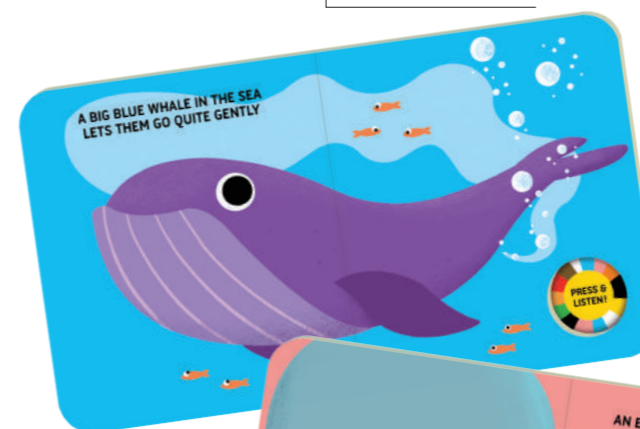
Animals



A FUNNY SOUND, SOUNDBOOK



Farts Are Everywhere



Get ready to laugh!
Read the funny story and press so now and then the button. Listen to the funny sound we sometimes all produce.

Specifications

type	illustrated board book
special feature	integrated sound sytem
content	10 pages + cover + die-cut sound button
size	17,5 x 20 cm
age range	3+



New

WHERE IS ...

Extra fun through the pull-out pages

Follow the path to find out where Little Ladybird, Little Bunny, Little Bee and Little Bear are heading to. Along the way, you'll meet lots of other animals. Pull out the pages to get the bigger picture, and answer the questions to find out what the animals are up to. These extra fun books get your child reading while actively enjoying themselves. Let yourself be surprised. Just make sure you don't get lost!

Specifications

type	illustrated board book
special feature	pull out pages
content	10 pages (incl. cover) + 6 pull out pages
size	16 x 16 cm
age range	1+

Scan the code and take a look!



Little Bee



Little Bear



Little Ladybird



Little Bunny



HAPPY HOUSE FELT BOOKS



Bear and Friends



Bunny and Friends



New

These shaped touch and feel felt books are light to carry and easy to play with by little kids. The high contrast drawings are perfect for babies and young toddlers.

Specifications

type	boardbook
special feature	felt spacers
content	5 spreads (incl. cover)
size	18,5 x 24 cm
age range	0+



New

LITTLE FELT BAG

Full of surprises!

What things go into the bag? What are the things that Bear, Cat, Dog and Tiger love the most? Look inside the bags and find out! The touch-and-feel felt of the sweet illustrations will tickle your toddler's senses.

Specifications

type	illustrated felt books
special feature	felt pages
content	10 pages (incl. cover)
size	18.5 x 19 cm
age range	0+

Scan the code and take a look!



Tiger



Dog

MORE RECENT TITLES



Bear



Cat



SPINNING MOVING PLUSH

Can you help little bear & tiger find their friends?



Little bear



Little tiger



New

Help Little Bear and Little Tiger find their friends, Little Tiger and Little Bear love to play with their friends. But where are they? Take a look inside and spin Little Tiger and Little Bear round and round to help them find their friends. And when they are finally found, they are ready to play. Let's quickly join them! Two exciting books full of fun and action.

Also available without plush puppet.

Specifications

type	illustrated board book
special feature	moving plush head
content	12 pages (incl. cover)
size	21 x 21 cm
age range	1+





HUG ME

Share your love



HUG ME

Share your love



MORE RECENT TITLES



Counterpack available

Worldwide bestselling series, on the market in 45+ countries

New

Hugging makes you feel good. We hug others when we are excited or trying to comfort. The animals in these books want to share their love with you. At the end of the story they give their loved ones a big hug with their two soft plush arms. The adorable illustrations and fluffy puppet arms create an interactive reading experience for young children and their loved ones. Now with two new titles!

Specifications

type	illustrated board book
special feature	plush arms
content	12 pages (incl. cover)
size	15 x 22 cm
age range	all ages

Specifications Counterpack

content	4 titles x 4 copies
size	36 x 32 x 24 cm



New

FRIENDS IN A ROW

Five big jigsaw pieces for two small hands



In the sky



In the forest

MORE RECENT TITLES



Dinosaurs



Fire station



Vehicles



Mountain animals



In Fantasy-Land



In nature



In the sea



In the wild



At Christmas time



At Easter time



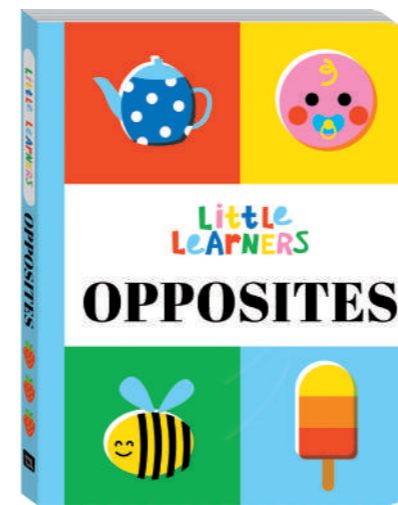
Out in the garden



On the farm

LITTLE LEARNERS

Early learning fun



Opposites



Shapes



MORE RECENT TITLES



Colours



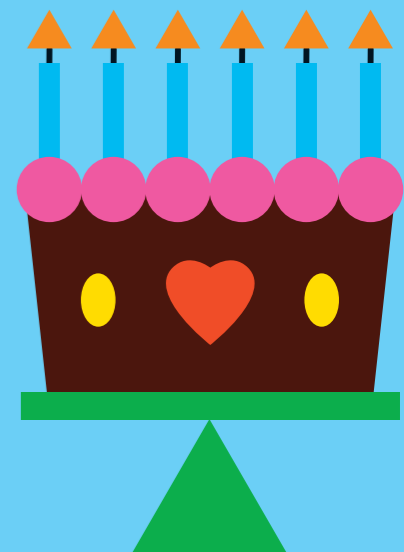
Numbers

New

Learning can be fun! This playful and beautifully designed new series invites children to get started right away. There's plenty to discover and name on every page. The funny and unexpected combinations encourage them to talk and tell. Children learn to count to ten, to identify colours, get to recognize shapes and learn about opposites while enjoying themselves. With extra practice pages at the back of the book. So 1, 2, 3 ... let's go!

Specifications

type	illustrated board book
content	14 pages (incl. cover)
size	19.5 x 25 cm
age range	1+



These books contain five colourful jigsaw pieces. Two small hands can put them in any order they like. Combine them with the pieces from the other books in this series to make one long row! A great way for your young child to use their hands and their imagination!

Specifications

type	illustrated board book
special feature	jigsaw elements
content	10 pages (incl. cover)
size	15.5 x 15.5 cm
age range	1+

Scan the code and take a look!



WATER MAGIC BOARD BOOKS

Just add water and watch the magic happen



With Dragon



With Unicorn



At the farm



In the jungle



In the Arctic



In the ocean



Christmas



Halloween

WATER MAGIC BOARD BOOKS

Just add water and watch the magic happen



Fairytales



Vehicles



MORE RECENT TITLES



With Dinosaur



In the forest

New

These books are full of colourful surprises. Grab a brush and wet the white parts with some water – or simply use your finger! Now watch the magic happen. The colours will fade when the water dries and you can colour the pictures again and again.

Specifications

type	illustrated board book
special feature	magic ink
content	12 pages (incl. cover)
size	22 x 22 cm
age range	all ages

Scan the code and check out how it works!



New

SEEK AND FIND WITH THE SHAPE KEY

These surprising seek-and-find books come with a special shape key. It has four shapes: triangle, half-moon, square and cross. Match the shape on the page, turn the key, and out pop the secret flaps! What a fun way to learn about shapes! Lots of interactive reading fun guaranteed.

Specifications

type	illustrated board book
special feature	shaped key and turning pages
content	10 pages (incl. cover) + 4 turning pages
size	22 x 22 cm
age range	3+

Scan the code and take a look!



Bear and the kite



Octo and the ball



POP-UP HOUSES

Includes 3D figures to play with!



Fire Station



Palace

Two foldable miniature cardboard houses with 4 cardboard 3D figures. Play, discover and make up your own story. It stimulates young children's imagination and improvisation skills. A tough firefighter or a rich princess? Choose both!

Specifications

type	illustrated pop-up book
special feature	book transforms into a playhouse
content	18.5 x 30 cm
size	74 x 30 cm
age range	3+

Scan the code and take a look!



Fun and interactive!



Includes four 3D figures!



TOUCH & FEEL

With cloth buggy strap



Tiger's soft friends



Chick's soft friends



Bunny's soft friends



Penguin's soft friends



TOUCH & FEEL

With cloth buggy strap



Baby animals

Ultralight buggy books for little hands



New

These books invite you to touch the felt on every page. Just feel how soft these lovely animals are. Attach the book with the cloth strap to the buggy or pram and you won't lose it during a trip.

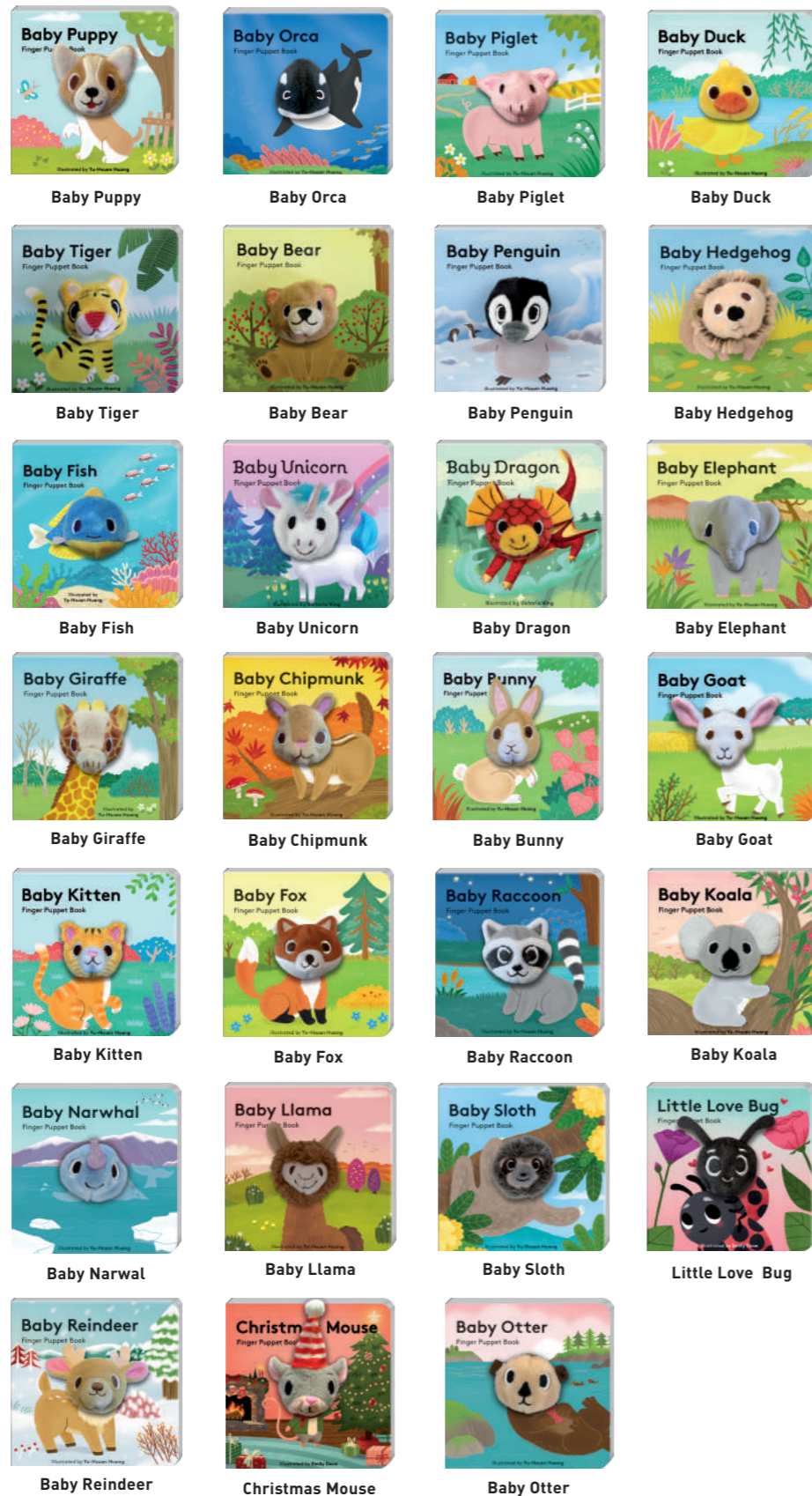
Specifications

type	illustrated board book
special feature	cloth buggy strap and felt pages
content	10 pages (incl. cover)
size	11 x 11 cm
age range	0+



FINGER PUPPET BOOKS

Over 25 million books sold worldwide



FINGER PUPPET BOOKS

Over 25 million books sold worldwide



MORE RECENT TITLES



New

Play along with your child as you read these endearing and interactive finger puppet books. The cute puppets bring the story to life. These puppet books travel all over the world since their story is an ongoing success.

Specifications

type	illustrated board book
special feature	plush finger puppet
content	14 pages (incl. cover)
size	11 x 11 cm
age range	all ages

Specifications Counterpack

content	4 titles x 4 copies
size	23.5 x 22.5 x 19 cm



New

HOW MANY SLEEPS UNTIL...

The countdown has begun. There's lots of fun in store! Can you help Little Bear and Little Kitten to get ready in time?

Specifications

type	illustrated board book
special feature	pop-up features
content	5 spreads
size	27 x 21 cm
age range	1+

Scan the code and take a look!



Christmas



Easter

MORE RECENT TITLES



Little bear's birthday



Little kitten's birthday



Pop-ups!



MY MEGAPHONE BOOK

Can you hear me?



Little Bear has his say



Little Chick has her say

Fold it into a megaphone!



New

It's not always easy to be heard. Especially when you're little. Read the book, fold it up and you have a handy megaphone! Take a big, deep breath and shout out loud. From now on, everyone will hear you!

Specifications

type	leporello boardbook
special feature	fold the leporello into a horn
content	8 pages
size	19,2 x 21 cm
age range	1+



Little fish learns to swim and little bird embarks on the hazardous task of learning how to fly. All their animal friends are there to help and encourage them. There's a lot to discover on the brightly illustrated pages. While the little ones are being read the stories, they can slide Little Fish and Little Bird along the pages to enhance the reading experience and practise motor skills in a fun way.

Specifications

type	illustrated board book
special feature	moving items / slider
content	10 pages (incl. cover)
size	19 x 19 cm
age range	3+

Scan the code and take a look!



TRACE AND SLIDE BOOKS

Bring Little Bird and Little Fish home



Go Little Bird!



Go Little Fish!



LIFT A FLAP

Find out what's going on



Animals in the snow



Animals in the jungle



Animals on the farm



Animals in the ocean



What's going on in the dense jungle? Is the lion sleeping? What is the very tall giraffe reaching for? What's happening with the animals on the farm? Open the big flaps on every page and find out what these playful animals are up to.

Specifications Caseboard

type	casebound board book
special feature	folding flaps on every page
content	20 pages (incl. cover)
size	15.5 x 16 cm
age range	1+

Specifications Board Book

type	board book binding
special feature	folding flaps on every page
content	12 pages (incl. cover)
size	16.1 x 16.5 cm
age range	1+

Scan the code and take a look!



SEEK & FIND

Play, erase and play again



Ocean



Forest



Dino



Pets



Farm



Fantasy



Princesses



Vehicles



SEEK & FIND

Play, erase and play again

New

There's never a dull moment with these fun-filled Seek & Find books! Find hidden objects and matching pairs, follow squiggly lines, solve puzzles and much more! You can check your answers on the last pages. Want to give it another go? Simply rub out your answers and start again. Or give the book to your little sister of best friend and see how they get on. Have fun!

Specifications

type	illustrated board book
special feature	wipe-off book
content	16 pages (incl. cover)
size	21 x 29.7 cm
age range	3+



New

COLOUR ANIMALS

40 beautiful colouring pages for loads of colouring fun. Colour them in, tear them out and find a nice place to put up your favourite drawings, or give them away. Just take a pencil, brush or marker and get started!

Specifications

type	paperback
content	40 pages to colour
size	15 x 19 cm



Monkey



Koala



Cat



Bunny

40 pages!



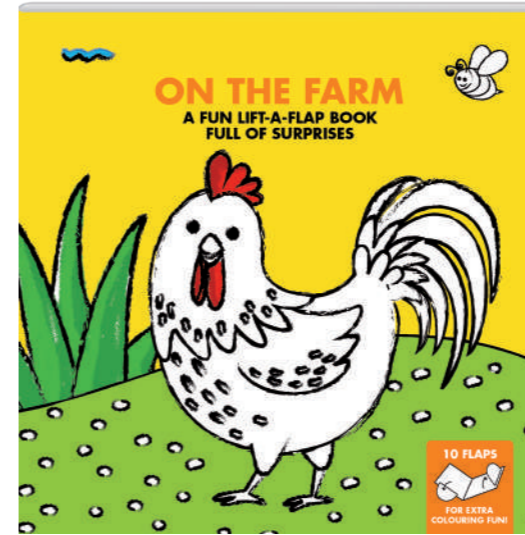
LIFT-A-FLAP COLOURING BOOKS

New

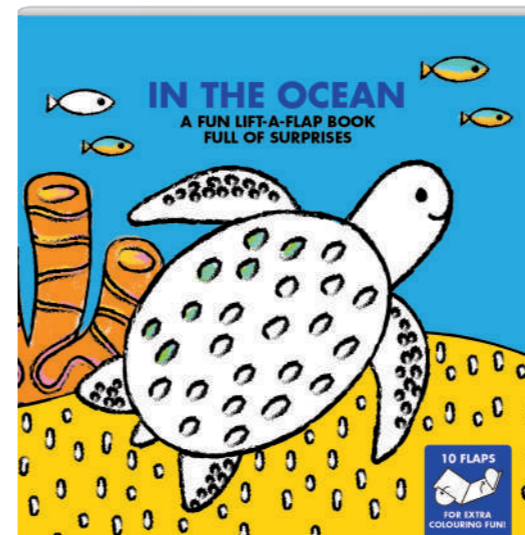
These beautiful colouring books take you to the depths of the ocean or for a day out to explore all the fun of the farm. Grab your markers or pencils and colour in all the animals and things you meet along the way. The big flaps to lift lead you on an exciting adventure!

Specifications

type	singer sewn softcover
special feature	10 flaps
content	16 pages
size	25 x 25 cm



On the farm



In the ocean



New

SCRIBBLE & SCRATCH

It's pure magic!

Bring colour to the world of pets, dinos, princesses or unicorns, or add colour to life on the farm. Use the wooden pen to scribble on the black shapes. It's pure magic!

Specifications

type	illustrated board book
special feature	scratch feature + wooden scratch pen
content	8 spreads + cover + header card
size	15 x 19 cm
age range	3+



Dino



Fantasy



Pets



Princess



Farm



LET'S GO TO...

New

Let's go to... is a new series of books that unleash younger children's imagination. With lots of jelly stickers and easy tasks in every book there is something to play and new to learn. Embrace the joy of learning with jelly stickers! By the way, you can glue the jelly stickers on every smooth surface.

Specifications

type	softcover sticker story book
special feature	reusable jelly stickers
content	6 pages + stickersheet
size	23.3 x 31.1 c
age range	3+



Outer Space



School



The Beach



The North Pole



New

COLOURING ROLLS

A perfect party activity for kids

Compact colouring roll with 12 XL individual colouring pages to keep children busy for hours. Colouring improves motor skills and is an all-time favourite activity of children. The colouring pages come in a handy attractive box and can be easily pulled out one at a time.

Specifications

type	box
content	12 XL colouring
size	31 x 4 x 4 cm

Specifications Counterpack

content	2 titles x 6 copies
size	26,5 x 32,3 x 26,5 cm



Farm Animals



Dinosaurs



Fairytails



Wildlife



12 x A3 sheets!

IDEAAL VOOR KINDERPARTIJTJES!

Counterpack available

COLOURING ROLLS WITH ADHESIVE BACKING

New

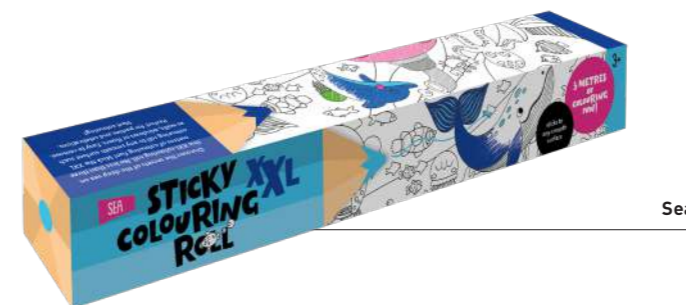
Calling all young artists! Get ready for a colourful, mess-free adventure with our Sticky Colouring Rolls! Our 3-meter long rolls are not just any ordinary colouring paper. They come with a special adhesive backing that sticks to any smooth surface, from tables to windows, to floors and walls. No need to worry about messy glue or sticky residue left behind. Now, you can unleash your creativity and enjoy the excitement of colouring with your friends all at once! Get yours today and watch the magic rolled out!

Specifications

type	box with colouring roll
special feature	3 meter sticky colouring roll
content	colouring sheet + box
size	3 meter
age range	0+

Specifications Counterpack

content	2 titles x 6 copies
size	26,5 x 32,3 x 26,5 cm



Sea



Wildlife



3m sheets!



Counterpack available

NOTES

General terms and conditions of ImageGroup Holland B.V.

1. GENERAL

- 1.1 Terms used in these general terms and conditions, referred to below as the general conditions, are defined as follows:
- ImageGroup: ImageGroup Holland B.V. Chamber of Commerce number 17067291, having its registered office in Eindhoven and its principal place of business at Doornhoek 3742, 5445 TA Veghel, as well as all companies affiliated with it, including in any event: ImageBooks Factory B.V. (Chamber of Commerce number 17111704), ImageBooks Publishers B.V. (Chamber of Commerce number 17188163), and International Stationary Interstad B.V. (Chamber of Commerce number 33233793);
 - Buyer: the (legal) person with whom ImageGroup has entered into or wishes to enter into a Contract;
 - Goods: all goods and/or services supplied at any time by ImageGroup;
 - Contract: The contract for the supply of Goods between ImageGroup and the Buyer.
- 1.2 Deviations from all or any part of these general conditions can only be agreed in writing.
- 1.3 If any provision of these general conditions proves to be void or is legally avoided, this shall not affect the effect of the remaining provisions. ImageGroup then has the right to replace this provision with a provision that is as close as possible to the intent of this provision without being void or voidable.
- 1.4 In the event of a textual difference in meaning between the various language versions of these general conditions, the Dutch text shall be binding.
- 1.5 These general conditions apply to all Contracts between ImageGroup and the Buyer, as well as to all offers/invitations to treat made by ImageGroup. Once a Contract has been entered into under these general conditions, these general conditions shall also apply in full to subsequent Contracts.

2. CONCLUSION OF A CONTRACT

- 2.1 All ImageGroup offers are subject to contract, unless the offer explicitly states otherwise.
- 2.2 A Contract is not binding until ImageGroup has accepted the order in writing or as soon as ImageGroup has begun to execute the order placed by the Buyer.
- 2.3 ImageGroup reserves the right to refuse the order in whole or in part in the following [non-exhaustive list of] cases:
- if Buyer fails to pay the invoices for previous deliveries on time or at all;
 - if the Goods ordered are not in stock;
 - if the Goods ordered are of poor quality and the Buyer's creditworthiness deteriorates;
 - ImageGroup justifiably concludes from other circumstances that the Buyer will fail in the performance of any of its obligations to ImageGroup;
 - if the information provided by the Buyer is incorrect or incomplete.
- 2.4 Any subsequent additional agreements or changes, as well as promises made by ImageGroup, are only binding if they have been confirmed in writing by ImageGroup.

3. DELIVERY

- 3.1 Unless otherwise agreed in writing, delivery of ImageGroup's Goods to the Buyer shall be in accordance with the Incoterm Free on Board, referred to below as FOB (i.e. agreed port of shipment) as referred to in the Incoterms version 2020 of the International Chamber of Commerce (ICC).
- 3.2 Unless otherwise agreed in writing, the transport costs for the carriage of Goods as from the point of delivery shall be borne by the Buyer. The delivery and transfer of risk of Goods (loss, theft, damage and depreciation) passes to the Buyer from the moment ImageGroup delivers the Goods on board the vessel indicated by the Buyer at the agreed port of shipment.
- 3.3 The delivery times indicated by ImageGroup are always approximate and are therefore not deadlines. ImageGroup is not liable in default with regard to delivery times if it has been served with written notice of default.
- 3.4 ImageGroup is entitled to make partial deliveries and invoice the Buyer for each partial delivery separately. The case of cross-border deliveries, in deviation from Article 73 [2] and [3] of the Vienna Sales Convention, each delivery is to be regarded as a separate Contract.
- 3.5 Deliveries in excess or short of the agreed number of Goods shall be permitted at a rate of 5% up to 10,000 units and at a rate of 3% above 10,001 units. The surplus or shortfall in the number delivered shall be charged or credited respectively.
- 3.6 In the event of a delay in delivery due for whatever reason, the delivery period shall be extended by the duration of the delay. ImageGroup will inform the Buyer in time of a possible delay. Delayed delivery does not entitle the Buyer to terminate all or part of the Contract, or to suspend its obligations to ImageGroup, or to claim damages.
- 3.7 The Buyer must accept Goods at the moment they are delivered to or made available to the Buyer in accordance with the Contract. If the Buyer has not taken delivery at the agreed time or place, or fails to provide information or instructions necessary for delivery, the Goods shall be stored at the risk of the Buyer. In such a case ImageGroup is entitled to charge all additional costs, including in any case storage costs, to the Buyer.

4. PRICES

- 4.1 All prices charged by ImageGroup are per item. Transport costs and costs in connection with the import and export of the Goods and other levies imposed by the authorities are in euros exclusive of VAT unless explicitly agreed otherwise.
- 4.2 The price offered applies only to the specific order and the quantities offered therein. If there are cost-increasing circumstances, whether or not foreseen, ImageGroup has the right to charge these costs to the Buyer, at the discretion of ImageGroup.
- 4.3 ImageGroup has the right to increase prices with levies or increases in levies, such as excise duties and taxes, that are not yet known about on the date of the Contract, even if the circumstances were foreseeable. These charges shall be paid by the Buyer as part of

the price. ImageGroup is not liable to compensate the Buyer in case of such change.

- 4.4 ImageGroup is entitled to increase prices with increases occurring before the day of delivery, for example: purchase prices/factory prices of suppliers, wages, labour costs, freight, materials, social charges, foreign currency rates and transport costs. Deviations from the agreed price up to a maximum of 5% shall be considered reasonable, unless the Buyer proves that this cannot reasonably be required of it.
5. **PAYMENTS**
- 5.1 Payment must be made within 14 days after the invoice date, unless otherwise agreed in writing. This payment term is a deadline. If payment is not made in time, the Buyer is immediately in default, thus without a demand or notice of default being necessary.
- 5.2 The Buyer is not permitted to suspend payment of any invoice. All payments shall also be made without any deduction or set-off.
- 5.3 From the moment of default as referred to in this article, the Buyer is also liable for:
- interest of 1.5% per month on the total outstanding amount, whereby a part of a calendar month treated as a whole calendar month;
 - the extrajudicial collection costs of either 15% of the unpaid amount, or €500.00, whichever is more;
 - all judicial costs incurred by ImageGroup, in order to enforce compliance with the Buyer's obligations. This includes in any case all costs incurred by its legal representatives, in deviation from the flat-rate compensation system provided by law. Judicial costs also include the costs of a bankruptcy petition, as a means of collection.
- 5.4 All ImageGroup claims are immediately due and payable and the Buyer is immediately in default in any of the following non-exhaustive list of cases:
- the Buyer does not comply properly, on time, or at all with any of its obligations to ImageGroup under a Contract, related Contract, or any prior or subsequent Contract;
 - the Buyer has used any Goods in breach of the applicable rights of use or restrictions on use and/or has breached any intellectual property rights relating to that Good;
 - the Buyer has applied for or intends to apply for or has obtained a moratorium;
 - a petition for bankruptcy is filed by or against the Buyer, or the Buyer or a third party intends to file such a petition, or the Buyer is declared bankrupt;
 - ImageGroup has reasonable doubt about the ability of the Buyer to pay, which ImageGroup believes would make it impossible for the Buyer to comply with its obligations;
 - the Buyer has filed an application under the Debt Rescheduling (Natural Persons) Act or is declared applicable to the Buyer or any form of debt rescheduling is proposed;
 - a third party attaches a pre-judgment or executory order against property of the Buyer;
 - the Buyer's business is dissolved and liquidated;
 - the Buyer's business is discontinued or transferred;
 - collateral provided has been used up or reduced in value.
- 5.5 In the event of default and in the cases including, but not limited to, a to j, above, ImageGroup is entitled, at its own discretion, to suspend the delivery of (as well as the production or processing of) the Goods intended for delivery, without prejudice to its right to also demand payment in advance or adequate (additional) security for the cost of the Goods to be delivered.
- 5.6 Once the Buyer has fulfilled its obligations and/or has provided adequate security, ImageGroup is allowed such delivery period as is necessary for delivery of the Goods, taking into account the options available to ImageGroup and/or suppliers of ImageGroup at that time.
- 5.7 Payments made by the Buyer shall first be applied to settle the costs due, then the interest and then the longest outstanding invoices, irrespective of the notice/ payment reference given by the Buyer.
6. **RETENTION OF TITLE**
- 6.1 Sale and delivery shall take place under comprehensive retention of title. Title to all Goods sold and delivered or yet to be delivered, including those already paid for, is retained until all claims - including interest and costs - of ImageGroup against the Buyer under the Contracts have been satisfied. Until ownership of the Goods has been transferred to the Buyer, the Buyer may not pledge the goods, transfer ownership thereof, or grant third parties any other rights to them to secure any debts, loans or other financial arrangements.
- 6.2 The Buyer must:
- store the Goods with due care, in a dry environment, and as recognizable property of ImageGroup in a proper manner, and insure them at all times against fire, explosion and water damage as well as against theft. The Buyer must submit the policy for the aforesaid insurance cover and proof of payment of the premium to ImageGroup for inspection upon first request. In the event of any breach of this provision, the purchase price shall become immediately due and payable in full;
 - inform ImageGroup immediately if any third party claims rights on the Goods delivered by ImageGroup to the Buyer, in the event that ImageGroup still has a claim against the Buyer for payment for these Goods. In that case, ImageGroup is entitled to immediately recover possession of those Goods, and the Buyer shall be liable for all costs that this entails. ImageGroup is not obliged to deliver these Goods until it has received full payment or has received adequate security for its claim(s), at its own discretion;
 - pledge newly formed products to ImageGroup, if ImageGroup cannot invoke its retention of title because Goods have been combined or distorted.
- 6.3 If the Buyer is late with payment or if there is good reason to believe that the Buyer will not pay or will be late with payment or has payment problems or threatens to have payment problems, ImageGroup is entitled to take possession of its property and to sell it to third parties.
- 6.4 If ImageGroup, by virtue of article 6.1, claims the

retained items as its property, the Buyer gives ImageGroup or any third party appointed by ImageGroup, permission to enter any premises where ImageGroup property is held and to recover the Goods if the Buyer has failed to make payment.

- 6.5 If ImageGroup is not permitted access to the Goods it may impose an immediately payable penalty of €1,000.00, plus a penalty of €500.00 per day for each day that such breach continues, up to a maximum of €30,000.00, without the need for ImageGroup to give the Buyer notice of default and without prejudice to ImageGroup's right to claim full compensation.
- 6.6 If and insofar as the country of destination of the Goods offers more far-reaching possibilities in respect of the retention of title, these more far-reaching possibilities shall apply.

7. COMPLAINTS

- 7.1 The quantities as stated on shipping notes or similar documents are deemed to be correct if no written complaint is made immediately upon receipt.
- 7.2 Upon delivery of the Goods, the Buyer must examine whether the Goods are in accordance with the Contract. The Buyer must, at the risk of forfeiting all rights and claims, accurately state and describe the nature and reason for the complaint in writing, together with clear digital photographs of the Goods, showing the defects and stating the number of the shipping note, order number, as well as the serial and invoice number. In the case of:
- Visible defects: within 10 working days after the Buyer has received the Goods in its warehouse;
 - Non-visible defects: within 10 working days after the Buyer has discovered, or reasonably could have discovered, a defect, but in any case within twelve weeks from delivery of the Goods;
- 7.3 Any complaint about an invoice must be made in writing within 8 days of the invoice date failing which all rights and claims will be lost and the invoice shall be deemed correct and undisputed.
- 7.4 Data and images in ImageGroup's catalogues only give an impression of the Goods and are not binding on ImageGroup.
- 7.5 No claims will be accepted on Goods which are not stored in a dry environment.
- 7.6 ImageGroup has the right to investigate the merits of a complaint or to engage an expert to investigate the merits of a complaint, at ImageGroup's discretion.
- 7.7 ImageGroup shall determine whether a complaint is justified. If a complaint is justified, ImageGroup will resolve the complaint by replacing or crediting the invoiced Case, at ImageGroup's discretion.
- 7.8 ImageGroup will not take back Goods until it has consented in writing to do so. The Buyer must return the Goods itself in proper packaging. Only in the case of a justified complaint will the costs of returning the goods be paid by ImageGroup. If the Buyer sends back the Goods without ImageGroup's prior written consent and/or without following ImageGroup's return instructions, all costs related to this return will be charged to the Buyer. In such a case ImageGroup is free to store the Goods for the account and risk of the Buyer.
- 7.9 Any legal action must be brought before a court with jurisdiction under these terms and conditions no later than twelve months after notification of complaint, unless rights under applicable treaties, laws and regulations expire earlier, failing which all rights and claims will be lost.

8. LIABILITY

- 8.1 ImageGroup is not liable for any loss suffered by the Buyer, except insofar as the Buyer can prove intent or gross negligence on the part of the board or executive staff of ImageGroup.
- 8.2 Loss shall in any case be understood to mean loss resulting from termination, from breach of a legal obligation, or from an unlawful act.
- 8.3 ImageGroup is in no way liable for consequential loss suffered by the Buyer. Consequential loss includes, but is not limited to, pure financial loss, death, loss of profit, loss of turnover, missed savings, loss of goodwill or similar losses however caused, labour costs, downtime damage and damage due to business stagnation, interest costs, regardless of how this loss is described (direct, indirect, consequential).
- 8.4 The cumulative liability, on whatever legal ground it is based, is explicitly limited in its totality, at ImageGroup's discretion, to:
- the cost of replacing or repairing the Goods to which the complaints relate;
 - the amount paid out by the insurance company in the case in question, increased by ImageGroup's excess. If, for whatever reason, no payment is made under the insurance, the liability for loss shall be explicitly limited to 15% of the invoice value of the Goods on which the loss was determined or to which the loss relates. The liability of ImageGroup for loss is always limited to a maximum of €25,000.00. Any further liability of ImageGroup is expressly excluded. ImageGroup is entitled to have the loss assessed by an expert of its choice.
- 8.5 The period within which ImageGroup can be sued for compensation is in all cases limited to a period of one month after the event giving rise to the loss has occurred. All claims for compensation shall lapse twelve months after the commencement of the day on which liability was incurred, if they are not brought before a court within this period.
- 8.6 The Buyer indemnifies ImageGroup for [all consequences of] third-party liability relating to the Goods delivered by ImageGroup to the Buyer. Third-party claims are therefore rejected by ImageGroup.

9. FORCE MAJEURE

- 9.1 Force majeure within the meaning of this article shall be deemed to be equivalent to force majeure within the meaning of Book 6 Article 75 of the Dutch Civil Code. Force majeure is in any case, but not exclusively, understood to mean strike, absence of staff due to illness, transport difficulties, insufficient supply/ scarcity of products/raw materials, piracy, boycott, blockade, flooding, fire, war, vandalism, flooding, terrorism, government measures, (measures as a result of a) pandemic/epidemic, import and export bans, business interruptions at suppliers or ImageGroup, non-performance by suppliers, and all

external causes beyond ImageGroup's control. This list is not exhaustive.

- 9.2 During and after force majeure, the delivery and other obligations of ImageGroup are suspended. If the period of force majeure lasts longer than three months after notification by ImageGroup, either ImageGroup or the Buyer may terminate the Contract, without either party being thereby liable to compensate the other.
- 9.3 If ImageGroup has already partially fulfilled its obligations when the force majeure occurs or can only partially fulfil its obligations, ImageGroup is entitled to invoice the already delivered part or the deliverable part separately and the Buyer is obliged to pay this invoice as if it was a separate Agreement.

10. TERMINATION OF CONTRACT

- 10.1 Unless otherwise agreed in writing, each Contract is to be regarded as a separate contract and there is no continuing performance contract that continues until it is terminated.
- 10.2 If and insofar as the Buyer can prove in writing that this is a continuing performance contract, then, unless otherwise agreed, the contract may always be terminated in writing subject to a three-month period of notice (to be calculated from the last working day of the month) without any obligation to thereby pay compensation.
- 10.3 In the unlikely event of any defective performance by ImageGroup, the Buyer is not authorized to terminate all or any part of the Contract. This does not apply in the case of force majeure, in which case the provisions of Article 9 apply.
- 10.4 If the Buyer is in default (Article 5), ImageGroup has the right:
- to rescind the relevant Contract(s) in its/their entirety or to the extent that the obligations thereunder have been partially performed;
 - to rescind current Contracts in respect of which the Buyer is not in default, in full, or in so far as the obligations arising from the Contract have been partially performed, in part;
- 10.5 Insofar as ImageGroup has performed the Contract in whole or in part, the rescission as described under parts a and b of the preceding section does not affect the exercise of the rights under the retention of title as described under Article 6.
- 10.6 Unless otherwise agreed in writing, the right of the Buyer to cancel or to early partial or complete termination is excluded.
- 10.7 If the Contract between the Buyer and ImageGroup is terminated for any reason, the Buyer shall refrain from using and selling the Goods within three months after the termination date and shall return all Goods and materials of any nature relating thereto to ImageGroup, unless otherwise agreed in writing.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Buyer will refrain from any breach of any copyright and any other intellectual or industrial property rights as well as similar rights, including trademark rights and confidential business information in the sense of Article 1 of the Dutch Wet bescherming bedrijfsgegevens, with regard to Goods delivered by ImageGroup to the Buyer.
- 11.2 Unless otherwise agreed in writing, the Buyer is not permitted to perform any of the following non-exhaustive list of acts:
- to alter or remove (or cause to be altered or removed) any reference in or on Goods pertaining to the rights referred to in the previous paragraph or any reference to titles, trademarks or trade names of ImageGroup or third parties;
 - to reproduce, publish or alter, in whole or in part, any Goods delivered by ImageGroup to the Buyer.
- 11.3 No provision in the Contract or any Contracts derived thereunder, is intended to transfer to the Buyer, in whole or in part, any rights referred to in this section, unless otherwise agreed in writing.
- 11.4 If the Buyer discovers that any third party is in any way breaching the intellectual or industrial property rights described in this article, the Buyer must notify ImageGroup immediately in writing. The Buyer must follow any further instructions given by ImageGroup or any other entitled party described in section 1.
- 11.5 If the Buyer fails to comply with its obligations under this article, the Buyer is in breach and shall be immediately liable to pay ImageGroup, without further notice, a penalty of €1,000.00 per breach plus €1,000.00 per (part) day for each day that the breach continues, up to a maximum of €30,000.00, without prejudice to ImageGroup's right to claim full compensation.

12. RECALL OF GOODS

- 12.1 If for any reason ImageGroup deems it necessary to make a product recall, the Buyer must cooperate with all measures ImageGroup deems necessary to limit loss, failing which it is immediately liable to pay a penalty.
- 12.2 If the Buyer discovers that the delivered items (might) require a product recall, it must contact ImageGroup immediately, but in any case, within 24 hours, in writing.
- 12.3 If Buyer fails to comply with the obligations under this article, it shall be immediately liable to pay a penalty of €10,000.00, plus a penalty of €10,000.00 per day for each day that the breach continues, up to a maximum of €30,000.00, without prejudice to ImageGroup's right to also claim full compensation.

13. COMPETENT COURT AND APPLICABLE LAW

- 13.1 The Contracts between the parties are governed by Dutch law.
- 13.2 All disputes related to and/or arising from this Contract should be brought before the Court of Oost-Brabant, for the district 'S-Hertogenbosch, unless mandatory Dutch law dictates otherwise.
- 13.3 Notwithstanding section 2 of this article, ImageGroup has the right to submit any disputes that may arise from this Contract or any further Contracts derived thereunder to another court of law with jurisdiction according to Dutch law, European regulations, or international conventions.



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