

## **General Terms and Conditions of Sale and Delivery**

### **Article 1      Applicability**

These General Terms and Conditions of Sale and Delivery ("Terms") are applicable to all Orders concluded Daklapack Europe B.V. (the "Contractor") and its customers (the "Client").

### **Article 2      Offers/price changes**

Any offers and quotations made by the Contractor are without obligation. All Orders are concluded on the basis of the prices that are applicable at the time of conclusion. Should prices increase in the interim due to:

- a) Any factor beyond the Contractor's control (such as an increase in excise duties, factory prices, raw materials, freight costs, foreign exchange rate fluctuations) or similar factors;
- b) Any request by the Client to make changes to the order (see Article 6); or
- c) Delay caused by any instructions of the Client or failure of the Client to give the Contractor adequate or accurate information or instructions.

Then the Contractor is entitled to pass on such a price increase to the Client. The Contractor will give notice of such a price increase to the Client up to three days before delivery. The Client is entitled to return the Order within five days of the notification, and will be provided a refund of that Order by the Contractor, based on the prices agreed earlier.

### **Article 3      Basis of Contract**

These Terms apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied (except as required by law).

Any purchase order from the Client constitutes an offer by the Client to purchase goods in accordance with these Terms. The Client is responsible for ensuring that a purchase order is complete and accurate.

A purchase order is deemed to be accepted when the Contractor accepts it in writing ('**Order**'). In the absence of a written acknowledgement issued prior to delivery, the invoice will also be considered as written order confirmation.

### **Article 4      Delivery /risk transfer**

All deliveries take place from the factory or the warehouse of the Contractor and all goods are transported at the expense and risk of the Client, unless otherwise agreed. The goods will only be covered by goods in transit insurance by the Contractor upon written request of the Client and will be subject to the written acceptance of the Contractor and at the expense of the Client.

Dates quoted for delivery are approximate only, and the time of delivery is not of the essence. If the estimated delivery period is exceeded by the Contractor:

- a) The Client is not entitled to reject the goods and/or terminate the Order, except in accordance with Article 4 paragraph (b).
- b) The Client has the right to state a reasonable period within which the Contractor should comply with delivery, and if delivery is not made within this reasonable period, the Client may terminate the Order.
- c) If the Contractor has already performed its obligations in part, this part of the Contractor's performance shall be maintained. Both the Client and the Contractor have the right to terminate the Order in respect of the remaining part which has not been performed.
- d) In any event, the Contractor shall not be liable for any delay in delivery that is caused by a force majeure event (as per Article 9) or the Client's failure to provide the Contractor with accurate and adequate information and/or instructions.

If the Client fails to take delivery of the goods, and the Contractor has to store the goods for the Client, this shall be at the expense and risk of the Client, including the risk of loss of quality.

The copy of the advice note, consignment note, receipt or other type of confirmation of receipt signed by or on behalf of the Client, is valid as proof that the goods stated on that document have been received as a whole and in good condition by or on behalf of the Client, unless a note was made on the confirmation of receipt.

#### **Article 5      Return consignments**

Returns will not be accepted unless the Contractor has given prior written authorisation.

The costs of any returns approved by the Contractor in accordance with this Article, will be borne by the Client, unless otherwise agreed.

#### **Article 6      Quantities and Dimensions**

Quantities ordered by the Client will be automatically adjusted by the Contractor to reflect the minimum quantity / units applied by the Contractor. The amounts stated in the Order are as accurate as possible. Permitted deviations are specified in Article 7 of these Terms. Unless explicitly agreed otherwise in writing, all dimensions quoted by the Contractor are valid. If dimensions are provided by the Client, the Contractor can take no responsibility for such dimensions. If the Client wishes to modify the quantities or dimensions of an Order, any modifications have to be communicated to and accepted by the Contractor in writing and any related costs shall be borne by the Client.

Except as set out in these Terms, no variation of an Order, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Contractor.

The Client may submit a request for a variation to an Order to the Contractor in writing up to 10 Business Days before the scheduled delivery date. Any such request is at the discretion of the Supplier. If accepted, this will be confirmed in writing by the Supplier. If a Customer's request for a variation to quantities / dimensions is accepted by the Supplier, the Supplier may adjust the price accordingly in accordance with Article 2.

#### **Article 7      Deviations**

The deviations below are deemed acceptable. When assessing whether a deviation falls outside the permissible limit, then the average has to be taken from the delivery.

- a) With regard to the amounts in an Order, the following deviations are deemed permissible.
  - Less than 500 kg    25%
  - 500 – 1000 kg    20%
  - 1000 – 2500 kg    15%
  - 2500 kg and over    10%

However, if the Client has specified a minimum or maximum amount, these deviations are doubled.

- b) In size, both in the length and width, a deviation of more than or less than 5%. For printed bags with side joints, the width margin is less than 5%. Everything with a maximum of 1 cm.
- c) In thickness, 10%.
- d) Deviations in the colour of the print are permissible insofar as these deviations result from the applied procedure and material and are accepted as being inevitable. Indications concerning colour fastness or non-perishability can never be deemed to be warranties.
- e) Slight deviations in quality, colouring, transparency, etc. will not be accepted as a reason for rejection.

#### **Article 8      Complaints**

- a) Complaints should be submitted in writing within ten days of receipt of the delivery. Complaints will not be recognised after this date, unless they concern hidden defects. In such a case a period of a maximum of two months applies. Further, claims will not be recognised if the delivered goods have in any way been used or processed. Complaints or differences of opinion, whatever the nature, do not entitle the Client to postponement of payment. The liability of the Contractor by virtue of the

agreed deliveries does not exceed the invoice amount of these deliveries, or, in the case of delivery in instalments, does not exceed the part in question of the amount mentioned above.

- b) Defects in a part of the delivery do not entitle the Client to reject the complete delivery.

#### **Article 9 Force majeure**

Force majeure releases the Contractor from its contractual obligations towards the Client. Factors of force majeure include, but are not restricted to, incidents that have a clearly demonstrable effect on the business operation of the Contractor, such as serious breakdowns in the production process, war, riots, epidemics, fire, traffic jams, strikes, prohibitions on import or trade, lockouts, extreme weather influences etc.

#### **Article 10 Guarantee**

With regard to delivered goods the guarantee conditions determined by the manufacturer shall be applicable. In all other cases, the Contractor only offers a guarantee insofar as this is clearly stated in writing.

The guarantee does not apply if the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions, or if the Client:

- a) makes any further use of the goods after the defect becomes apparent; or
- b) causes the defect (including due to their failure to follow oral or written instructions from the Contractor); or
- c) alters or repairs the goods.

The guarantee, insofar it has been granted, only applies if the Client has met all its obligations towards the Contractor, both financially and otherwise.

#### **Article 11 Liability**

Liability for damage or any other harm to material or persons caused by the whole delivered product or effect on the packaged product caused by the goods through, for example, the generation of odour, discolouration, greasy deposits, or in any other way, will not in any way be carried by the Contractor. Equally, the Contractor is not responsible for the suitability of the ordered goods for the purpose of use indicated by the Client, or for certain further processing or treatment, unless that responsibility is explicitly accepted in writing.

The Contractor cannot be held liable for damage caused intentionally or by gross negligence of its staff or by third parties involved in the execution of the Order by the Contractor.

#### **Article 12 Copyright**

- a) The Client will be charged for designs, moulds, plates, image carriers and lithos, tools or similar, produced for him, also should these, after production, no longer be used for a delivery assignment. Unless agreed otherwise, they remain the property of the Contractor and a transfer to the Client or third parties cannot be demanded.
- b) The Client is liable for a breach of patents, samples, designs or similar rights that arise from the purchase order of the Client.
- c) Proofs have to be assessed by the Client for misprints and printing errors and, after they have been found to be ready for press, have to be returned.
- d) The Contractor is not liable for mistakes that have been overlooked by the Client. Changes that are passed on orally should be confirmed in writing.
- e) The manuscripts, originals, plates, lithos, image carriers, printwork, etc. made available by the Client, which is the property of a third party, will be retained, at the risk of the Client, for a maximum of two years of the assignment having been given. It is recommended that the Client takes out insurance to this end.

#### **Article 13 Payment**

All payments should, unless otherwise stated in writing, take place within the payment period stated on the invoice and in the absence thereof within 14 days following the invoice date. When the payment period is exceeded the Client is legally in default. From the day that the payment period has expired until the date of full payment, the Client owes statutory interest on the outstanding amount. The Client shall in no case be entitled to invoke the right of set-off. Irrespective of whether the payment period has expired, the claim of the Contractor is, in any case, immediately due and payable in the event of bankruptcy of the Client, as well as should the Client have requested or have been given suspension of payment, in the event of the Client being placed under guardianship or death, liquidation or dissolution, as well as in the event of seizure of the goods of the Client. If and as soon as a claim of the Contractor, that has not been met within the payment period, has been handed to a third party for collection, the latter is entitled to charge all legal and extrajudicial collection costs to the Client, whereby the Client owes, in any case, by way of extrajudicial collection costs, an amount based on the collection rates of the Netherlands Bar Association and calculated on the outstanding invoice amount, increased by any interest that is owed.

#### **Article 14      Retention of title and pledge**

All goods delivered by the Contractor remain the property of the Contractor until full payment has taken place. The retention of title also applies to claims resulting from agreements, in which in addition to the delivery of goods, also agreed is the execution of activities. In that event, the goods remain the property of the Contractor until the whole claim of the Contractor, resulting from the agreement, has been paid by the Client. As long as the aforementioned claims have not been paid, the Client is not entitled to establish a right of pledge or a nonpossessory pledge on the goods delivered by the Contractor and, in respect of third parties, who wish to establish a similar right on that, upon the first requests of the Contractor, he undertakes to declare that he is not authorised to establish a pledge. Furthermore, the Client undertakes not to sign an instrument, whereby a pledge on the goods is established, in which case the Client will be found guilty of embezzlement. In the event that the Client does not meet any obligations towards the Contractor resulting from the agreement with regard to the sold goods or the work to be executed, the latter is entitled to repossess the goods, without notice of default, that were originally delivered plus the newly produced goods. The Client authorises the Contractor to enter the premises where these goods are situated.

#### **Article 15      Consumer Clients**

In this article, the following definitions apply:

**Period:** the period within which the Consumer can make use of the Right of Cancellation.

**Consumer:** a Client that is an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession

**Right of Cancellation:** the ability for Consumers to opt out within the Period of the Distance Contract.

**Distance Contract:** means a contract concluded between a trader and a consumer under an organised distance sale without the physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

- a) The Consumer may cancel a Distance Contract without giving any reason for a period of 14 days. This Period begins the day after the goods are received (or as otherwise agreed in writing between the Consumer and the Contractor's representative).
- b) If the Consumer wishes to exercise the Right of Cancellation, they must communicate this to the Contractor in writing.
- c) As soon as possible, but at least within 14 days (starting with the day after the date referred to in paragraph b), the Consumer must return the goods by post or to a specified representative of the Contractor (this does not apply if the Contractor has offered to collect the goods). The Consumer will be said to have observed the time to return the goods in any event if it is within the Period.
- d) During this Period the Consumer will not unpack or use the goods unless it is absolutely required in order to assess whether the Consumer wishes to keep the goods. If the Consumer does decide to exercise the Right of Cancellation, the goods must be returned to the Contractor with all accessories

(if any) and if reasonably possible in original packaging, in accordance with the return instructions provided by the Contractor.

- e) It is for the Consumer to ensure that (and if necessary, provide proof that) the Right of Cancellation was exercised in accordance with these terms.
- f) If the Consumer exercises the Right of Cancellation, the Consumer must pay for the cost of returning the goods (for example, postage costs).
- g) If the Consumer has already paid the purchase price for goods which have been returned, the Contractor shall refund the Consumer as soon as possible, but no later than 14 days after the goods are received by the Contractor in a reasonably satisfactory condition, in accordance with these terms.
- h) The Contractor may exclude a Consumer's Right of Cancellation where paragraph (i) applies. The exclusion of the Right of Cancellation is only available if it is made clear to the Consumer in the offer or in any event before the contract is concluded.
- i) Exclusion of the right of cancellation is possible for goods:
  - i. which have been created by the Contractor in accordance with specifications provided by the Consumer;
  - ii. that are clearly personal in nature;
  - iii. that cannot be returned due to their nature;
  - iv. that are perishable;
  - v. whose price depends on fluctuations in the financial market over which the Contractor has no influence.

#### **Article 16 Severance**

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Article shall not affect the validity and enforceability of the remaining Terms.

#### **Article 17 Applicable law and competent court**

All Orders and any other dealings between the Contractor and the Client are governed by Dutch law. Any disputes that arise will be adjudicated by the competent court at the place of business of the Contractor, unless the law mandatorily appoints another competent court. In addition, the Contractor reserves the right to summon the Client in front of the competent court of the Client's domicile.

#### **Article 18 General provisions**

Unless explicitly agreed otherwise in writing, these Terms apply to all Orders. No other terms and conditions are valid unless explicitly acknowledged by the Contractor in writing. In addition, a general indication in the purchase order of the Client, which gives priority to the Client's conditions above these Terms, is not acknowledged by the Contractor other than by explicit written confirmation.

Should the Client not comply with these Terms, the Contractor reserves the right to immediately dissolve the agreement. The Client is then obliged to refund to the Contractor the costs that have been incurred to that date.

*End.*