



## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### ARTICLE 1. APPLICABILITY.

These general terms and conditions apply to all our quotations, order confirmations, deliveries and concluded contracts with P.W. v.d. Waal & Zn. BV, operating under one of its trade names or otherwise, established in the Christiaan Huygensstraat 37, 3291 CN in Strijen.

In these general terms and conditions, P.W. v.d. Waal & Zn. BV is referred to as the Contractor, being the party that applies these general terms and conditions, while the other party is further referred to as the Client.

The Client accepts the applicability of these general terms and conditions also and unconditionally for all future contracts and offers for contracts.

Other general terms and conditions such as the Client's terms of purchase will only apply if the Contractor has explicitly accepted the applicability thereof in writing.

Also a general indication in the Client's purchase provision that takes precedence over the above conditions shall not be acknowledged by the Contractor without explicit written confirmation on his part.

P.W. van der Waal & Zn B.V. processes your personal data because you use our services and/or because you provide them to us yourself.

### ARTICLE 2. OFFERS/PRICE CHANGES

All quotations/offers are free of obligation unless they contain a term fixed for acceptance. Unless explicitly stated otherwise, prices quoted or agreed upon are in euros and exclusive of VAT. The Contractor has the right to reverse the offer as long as the Client has not yet accepted the offer.

All transactions are always concluded on the basis of the prices in force at the time of conclusion. If interim price increases occur, for example as a result of an increase in duties, excise duties, factory prices, raw materials, freight costs, changes in currency ratios or similar factors, the Contractor shall be entitled to pass on the price difference to the Client, who, for his part, shall be entitled to return the order given within five days of the

notification, and to suffice to reimburse the Contractor for the work already carried out by the Contractor on the basis of the previously agreed prices.

### ARTICLE 3. CONCLUSION OF THE CONTRACT

Contract formation takes place by the Client's written acceptance of the offer within the period stated in the offer. In all other cases, a contract is concluded by a written confirmation from the Contractor or by delivery by the Contractor, in which case the invoice also serves as a written order confirmation.

### ARTICLE 4. RETURN SHIPMENTS

Unless the Contractor has explicitly agreed to this in writing, returns will not be accepted by the Contractor. The costs of return shipments to which the Contractor has explicitly agreed in writing shall be borne by the Client.

### ARTICLE 5. QUANTITIES/SIZES

The quantities ordered by the Client shall be automatically adjusted by the Contractor to the minimum quantities/packaging units used by the Contractor.

The quantities stated in the contract are stated as accurately as possible, whereby the Contractor is permitted to deviate from the stated or agreed quantity.

The degree of variation is regulated in article 8 of these general terms and conditions. Unless explicitly stated otherwise, all sizes indicated by the Contractor are approximate. If the Client has provided the sizes, the Contractor does not bear any responsibility for this.

If the Client requests changes after the contract has been concluded, any related costs will be borne by the Client. Changes reported orally will not be taken into consideration by the Contractor.

### ARTICLE 6. DELIVERY TIME

The delivery period stated by the Contractor is always approximate and is never a strict deadline.

### ARTICLE 7. TRANSPORT

If the Contractor arranges for the transport of an item intended for the Client, the transport will be at the expense and risk of the Client in a manner to be determined by the Contractor.

## ARTICLE 8. VARIATIONS

With regard to the agreed specifications, the following variations, both up and down, are permissible. When assessing whether a variation falls outside the permissible limit, the average must be taken from the entire content of the items delivered.

A. The following variations shall be admissible as regards the quantities ordered:

- Less than 500 kg 25%
- 500 - 1000 kg 20%
- 1000 - 2500 kg 15%
- 2500 kg and above 10%

If the Client prescribes a minimum or maximum quantity, these variations will be doubled.

- B. A variation of 5% up and down is permissible in length and width with regard to size. For printed bags with side seal, the play in the width of 5% down is permitted. All with a maximum of 1 cm.
- C. In the thickness 10% up and down.
- D. Variations in the colour of the printing are permissible as long as they occur as a result of the process applied and material used and if they are accepted as unavoidable. Indications as to colour fastness or durability can never be considered as guarantees.
- E. Minor variations in quality, colouring, transparency, and so forth cannot be grounds for rejection.

## ARTICLE 9. COMPLAINTS

It is the Client's responsibility to check all goods and services when delivered, or as soon as possible after the delivery, and to make sure the delivered goods and/or services comply with this contract. Visible shortcomings must be made known by the Client in the waybill or the delivery document, in the absence of which full proof shall be given that the Client has in any case received the delivered goods in a sound and undamaged condition at the time of delivery.

Complaints must be submitted to the Contractor in writing no later than ten days after receipt of the shipment. After that date, complaints are no longer entitled to acknowledgement, with the exception of hidden defects. A maximum period of two months applies for this.

Also, no complaints will be acknowledged if the delivered goods have been processed or used in any way. The mere fact that a complaint is being investigated does not automatically imply that the Contractor acknowledges any liability in this respect. Complaints or differences of opinion of any nature whatsoever do not entitle the Client to suspend his payment obligation.

Defects in a portion of the supply shall not provide justification to reject the entire batch, unless the batch delivered cannot reasonably be considered as usable in such a case.

If a complaint with regard to a items delivered is justified, the Contractor shall not be obliged to do more than replace the rejected item at his own expense, or, at the Contractor's discretion, to credit the Client for an amount equal to the price owed by the Client for the rejected item.

Any claim by the Client lapses after he has put the purchased item into use, has processed it or has passed it on to third parties, unless the Client demonstrates that he was not reasonably able to notify the Contractor of the claim at an earlier stage.

#### ARTICLE 10. FORCE MAJEURE

Force majeure factors include events that have a clearly demonstrable impact on the Contractor's business operations. Such as, for example, serious breakdowns in the production process, war, power failures, riots, epidemics, fire, traffic disruptions, job strikes, import or trade bans, exclusions, extreme weather conditions and suchlike.

In case of force majeure, the performance of the contract shall be suspended as long as the situation of force majeure makes it impossible for the Contractor to perform the contract. In the event of permanent force majeure, the Contractor is entitled to dissolve the agreement without being obliged to compensate the Client for any damage.

#### ARTICLE 11. GUARANTEE

For delivered items, the warranty conditions laid down by the producer apply. For the rest, the Contractor shall only provide a guarantee if this is clearly stipulated in his offer or in the contract concluded with him.

The guarantee obligations lapse if the Client himself makes changes, processes the product or handles the delivered product injudiciously. The guarantee, in so far as it has been granted, only applies if the Client has fulfilled all his obligations towards the Contractor, both financially and otherwise.

#### ARTICLE 12. EXCLUSION OF LIABILITY

Liability for damage or any other disadvantage to materials or persons caused by the entire delivered product or for influence on the packaged product exercised by the article of the Contractor, for example by unpleasant odours, discoloration, greasing or in any other way, is in no way accepted and borne by the Contractor.

The Contractor is also not responsible for the suitability of the ordered goods for a purpose specified by the Client or for any further processing, unless such responsibility has been expressly accepted in the written confirmation of the order.

At no time will the Contractor be liable for indirect loss, including consequential loss, lost sales and profit, lost savings and loss caused by interruption of operations. The Contractor is never liable for any loss resulting from advice provided.

#### ARTICLE 13. COPYRIGHT

- A. The designs, moulds, plates, image carriers and lithos, tools and the like produced for the Client shall be charged to him, even if they are no longer used for a delivery order after production. Unless otherwise agreed, they remain the property of the Contractor and a transfer to the Client or third parties cannot be required.
- B. The Client indemnifies the Contractor against all consequences of a possible infringement or any right of third parties if the Contractor has used a certain image, drawing, model or design at the Client's request.
- C. If the Client makes raw materials, auxiliary materials, ingredients or printed matter available to the Contractor for processing in items purchased by the Client from the Contractor, the Client will explicitly indemnify the Contractor against any claims by third parties on account of infringement of copyrights and rights from patents, trademarks or designs.
- D. Printing proofs must be assessed by the Client for misprints and printing errors and must be returned after they have been found to be ready-to-print.
- E. The Client indemnifies the Contractor against all errors or omissions on the part of the Client.
- F. The manuscripts, originals, clichés, lithos, image carriers, printed matter, etc. made available to the Contractor by the Client, which are the property of third parties, shall be kept for the account and risk of the Client for a maximum of two years after the assignment has been given. The Client is advised to take out an insurance policy for this.

#### ARTICLE 14. PAYMENT

All payments must be made within the term of payment stated by the Contractor on the invoice, unless expressly provided otherwise, and in the absence of such a term of payment within 15 days of the invoice date.

If the term of payment is exceeded, the Client shall be in default by operation of law. From the day that the term of payment has expired until the day of full payment, the Client owes default interest of 1½ % per month on the outstanding amount.

The Client may never invoke right of setoff.

Regardless of whether the term of payment has expired, the Contractor's claim shall in any case be immediately due and payable.

- In the event that a petition is filed for the bankruptcy of the Client.
- If the Client is declared bankrupt.
- In case the company of the Client is liquidated or dissolved.
- If the Client has applied for a suspension of payments or if the Client has been granted a suspension of payments.

- If the Client invokes statutory debt rescheduling or if the provisions of the Debt Restructuring (Natural Persons) Act (WSNP) have been declared applicable to the Client.
- In the event that the Client is placed under receivership, the Client dies as well as in the event of seizure of the Client's goods.

If and as soon as a claim of the Contractor that has not been settled within the term of payment has been handed over by the Contractor to third parties for collection, the Contractor shall be entitled to charge all judicial and extrajudicial collection costs to the Client.

The extrajudicial costs amount to 15% of the outstanding amount if the Client acts in the exercise of a profession or business. If the Client is a Consumer, the extrajudicial costs will be calculated in accordance with the provisions of the Extrajudicial Collection Costs (Standards) Act [WIK].

#### ARTICLE 15. RETENTION OF TITLE

All items supplied by the Contractor will remain its property up to the time of full payment. The retention of title shall also apply to claims arising from contracts in which, in addition to the delivery of items, the performance of work has also been agreed.

In that case, the items will remain the property of the Contractor until the entire claim of the Contractor arising from the contract has been paid by the Client.

As long as the Client has not paid the aforementioned claims, he is not entitled to alienate the delivered goods in any way whatsoever or to establish a pledge or a non-possessory pledge on the goods delivered by the Contractor and the Client undertakes to declare to third parties, who wish to establish such a right, at the Contractor's first request, that he is not authorised to establish a pledge.

Furthermore, the Client undertakes not to sign any deed establishing a right of pledge on the items, in which case the Client shall be guilty of embezzlement.

In the event that the employer fails to fulfil any obligations arising from the contract with regard to items sold or the work to be carried out vis-à-vis the Contractor, the Contractor shall be entitled, without notice of default, to take back the items, both the originally delivered and the newly formed items.

The Client authorises the Contractor to enter the place where they are located.

#### ARTICLE 16. PARTIAL NULLITY

If one or more stipulations or a part thereof from these general terms and conditions or any part from the underlying contract should be null and void or declared null and void, this shall not affect the content of the stipulation, the stipulations of these general terms and conditions, or the underlying contract shall remain in force.

The parties will then make arrangements for the null and void or nullified passage that are as close as possible to the intention that the parties intended with the underlying contract or with these general terms and conditions.

#### ARTICLE 17. RIGHT OF WITHDRAWAL FOR THE CLIENT WHO IS A CONSUMER

In this Article the following terms have the following meaning:

1. Reflection period: the period within which the Consumer can make use of his right of withdrawal.
2. Consumer: the Client who is not acting in the exercise of a profession or business and who engages in a contract on distance with the Contractor.
3. Right of withdrawal: the possibility for the Consumer to withdraw from the distance contract within the reflection period.
4. Distance contract: an contract whereby sole use is made of one or more techniques for distance communication within the framework of a system organized by the Contractor for the distance sale of products and/or services, up to and including the moment that the contract is concluded.
5. In the case of a distance contract, the Consumer has the option of dissolving the contract, without giving reasons, for a period of 14 days. This cooling-off period commences on the day following receipt of the product by the Consumer or a representative designated in advance by the Consumer and announced to the Contractor.
6. If the Consumer makes use of his right of withdrawal, he will notify the Contractor of this within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
7. The Consumer shall return the product or deliver it to (the authorized representative of) the Contractor as soon as possible but within 14 days counting from the day following the notification referred to in paragraph 2. This need not be done if the Contractor offered to collect the product himself. The Consumer has observed the return period in any case if he returns the product before the reflection period has expired.
8. During the cooling off period the Consumer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product. If he does want to execute the right of withdrawal, he shall return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to the Contractor, in accordance with the provided reasonable and clear instructions of the Contractor.
9. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the Consumer.
10. If the Consumer executes the right of withdrawal, he will have to pay no more than the costs of returning the product.
11. If the Consumer has paid an amount, the Contractor will refund this sum as quickly as possible, though at the latest within 14 days after the goods were returned or after the withdrawal.

12. The Contractor may exclude the right of withdrawal from the Consumer to the extent provided in paragraph 9. The exclusion of the right of withdrawal applies only if the Contractor has clearly mentioned this at least in time before the conclusion of the contract.

13. Exclusion of the right of withdrawal is only possible for the products:

- That have been created by the Contractor in accordance with the Consumer's specifications;
- That are clearly of a personal nature;
- That cannot be returned due to their nature;
- That are liable to deteriorate or expire rapidly;
- The price of which is subject to fluctuations on the financial market over which the Contractor has no influence;

#### ARTICLE 18. APPLICABLE LAW AND COURT

All offers made by the Contractor and all contracts concluded with it shall be governed by Dutch law. All disputes arising from or related to the contract to which these general terms and conditions apply shall be settled by the competent court in the place of business of the Contractor. Nevertheless, the Contractor has the right to submit the dispute to the competent court according to the law.