

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF THE PRIVATE COMPANY WITH LIMITED LIABILITY VOGES VERPAKKING B.V. IN HILLEGOM

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1 general provisions

The general terms and conditions shall apply to all offers made by the private company with limited liability Voges Verpakking B.V., hereinafter referred to as "Voges", as well as all agreements concluded between Voges and the client. Any deviating clauses, including the general terms and conditions declared applicable by the client, shall only apply in so far as Voges has confirmed this to the client in writing for each new agreement.

2 offer

- 2.1 All offers shall be without prejudice and subject to contract and shall stipulate the payment method and give an indication of the price.
- 2.2 Any documents, data and objects forming part of the offer (such as drawings, technical descriptions, (computer) models, designs, moulds, templates, cutting dies, stamps etc.) shall be as accurate as possible, however, these shall not be binding and shall remain the (intellectual) property of Voges. These shall not be used, copied, made available to third parties or made public in any other way without the consent of Voges. Should this provision be violated, the client shall owe Voges an immediately due and payable penalty of EUR 25,000. This penalty may be claimed on the basis of the law in addition to compensation.
- 2.3 Should the client not accept the offer, it shall be obliged to immediately return all the documents, data and objects referred to in the previous subclause to Voges.
- 2.4 Voges shall be entitled to charge the costs incurred for making the offer, provided that it has informed the client of these costs in advance and in writing.

3 the agreement

- 3.1 Should the offer made by Voges be accepted, the agreement shall only be concluded at the time at which Voges:
- confirms the order in writing within a reasonable period;
 - or starts carrying out the ordered work.
- 3.2 Voges shall only be obliged to commence executing the order once it has all the necessary information in its possession.

4 price

The agreed price shall be based on price-determining factors such as the price of raw materials, wages, taxes, duties, charges, freight, exchange rates etc. valid on the day of the conclusion of the agreement. Should any increases take place in the price-determining factors prior to delivery, Voges shall, even if the delivery date has been exceeded, be entitled either to increase the price pro rata or to dissolve the agreement in so far as this has not been executed.

5 delivery date

Only approximate delivery dates shall be given and these shall be taken into account as far as possible, however, they shall never be firm dates. Failure to meet these delivery dates does not entitle the client to terminate the agreement or any obligation ensuing from the agreement or not to comply with or suspend any agreement connected with this agreement.

6 delivery

Delivery shall take place "ex warehouse", unless agreed otherwise in writing. The goods shall remain at the risk of Voges until the right of disposal in respect of the goods has actually been transferred to the client or a third party used by the client. In the case of delivery carriage paid, the goods shall be transported at the expense and risk of Voges. In all other cases, the goods shall be transported at the expense and risk of the client.

7 claims

Claims must be submitted in writing to Voges within eight days of delivery and/or the provision of services. After this period, any right to submit claims shall lapse. Claims in respect of goods which have been resold shall not be accepted. Submitted claims shall not exempt the client from its obligation to pay. Should Voges be of the opinion that a claim is legitimate, Voges shall, at its discretion, either pay out a mutually agreed monetary amount as compensation or shall make a new delivery while still upholding the existing agreement. In such cases, the client shall be obliged to return the incorrect or faulty goods at its cost.

8 payment

8.1 The client shall pay the invoices of Voges within 30 days of the date of invoice by transferring or paying the relevant amount, without application of any deduction, suspension or setoff, into a bank or giro account designated by Voges. The settlement dates indicated on the bank/giro statements of Voges shall be decisive and shall therefore be deemed to be the payment dates.

8.2 Should the period referred to in clause 8.1 be exceeded, the client shall, as of the date on which the period is exceeded and without any further notification, owe the statutory interest as referred to in article 6:119 Dutch Civil Code or the trade default interest as referred to in article 6:119a Dutch Civil Code valid on that date per month or a part of a month.

- 8.3 All extrajudicial costs, including the costs of legal assistance, incurred in order to collect the outstanding amounts shall be borne by the client. The extrajudicial costs have been fixed at 15% of the outstanding amount, with a minimum of EUR 125.
- 8.4 The payments made by the client shall first of all be used to pay any interest owed to Voges as well as any (collection) costs incurred and then to settle the oldest outstanding invoices.

9 security

Once the agreement has been concluded, Voges shall be entitled to demand adequate security from the client if it has good reason to fear that the client will not fulfil its payment obligation. Clause 14 shall apply mutatis mutandis, should the client fail to provide the security required by Voges.

10 retention of title and right of pledge

- 10.1 Voges shall remain owner of all goods (including materials and components) until all claims that the seller has or will have against the purchaser, including in any case the claims mentioned in article 3.92 paragraph 2 of the Dutch Civil Code, are paid in full.
- 10.2 For so long as the goods delivered are subject to a retention of title, the client shall not be entitled to encumber such goods under normal business operations. If Voges has invoked its retention of title, it may take back the goods delivered (including materials and parts). The client shall give Voges access to the locations where the goods are stored.
- 10.3 Should Voges be unable to invoke its retention of title because the goods delivered have been mixed, transformed or copied, the client shall be obliged to pledge the newly formed goods to Voges.

11 materials/designs/documents

The materials used or drawings, technical descriptions, designs, moulds, templates, dies, stamps etc. produced on the instruction of the client by Voges shall at all times - unless it has been agreed otherwise in writing - remain the (intellectual) property of Voges, also where the client has contributed either wholly or partly to the purchase price thereof. These shall not be used, copied, made available to third parties or made public in any other way without the consent of Voges. Should this provision be violated, the client shall owe Voges an immediately due and payable penalty of EUR 25,000. This penalty may be claimed on the basis of the law in addition to compensation.

12 force majeure

12.1 In the event of force majeure, there is no question of a shortcoming and the agreement between the parties may not be terminated.

12.2 Force majeure is understood to mean: circumstances that permanently or temporarily prevent performance of the agreement and which cannot be attributed to Voges. This includes: staff shortages at Voges, strikes at other companies, wildcat or organised strikes at Voges, a general shortage of raw materials, unforeseeable stagnation at the suppliers, general transport problems and government measures.

13 liability

13.1 Voges is not liable, on whatever grounds, except insofar as the damage is covered and paid by the insurer of Voges and notwithstanding intent or deliberate recklessness on the part of Voges or people charged with the management of its operations.

13.2 Voges shall not be liable for any loss suffered by third parties as a result of the violation of patents, copyright and/or other intellectual property rights or the use of materials, drawings, technical descriptions, designs, moulds, templates, dies, stamps etc. or the application of working methods provided or prescribed to Voges by or on behalf of the client. The client shall be obliged to indemnify Voges completely and unconditionally against this in respect of intellectual property rights both known and unknown to the parties at the time of the conclusion of the agreement.

13.3 Voges shall not be liable for damage to or defects in the goods as a result of actions by the client or third parties used by it in violation of the operating instructions given on the packaging of the goods, including specific storage instructions, such as the storage of goods in direct sunlight or at temperatures between 0 and 40 oC. Damage or defects as referred to in this clause shall not constitute legitimate claims as defined in clause 7.

14 dissolution

- 14.1 Without prejudice to its other rights, Voges shall, without judicial intervention and the submission of a notice of default being required, be entitled either to suspend the execution of the agreement or to terminate it with immediate effect should:
- the statutory debt rescheduling arrangement for natural persons be declared applicable to the client or should an application for this have been submitted;
 - the client have applied for a suspension of payments or should such suspension of payments have been granted to it;
 - the client have been declared bankrupt or should it have filed for bankruptcy;
 - the client have failed to fulfil its obligations or should Voges anticipate that the client will fail to fulfil its obligations.
- 14.2 Suspension or termination shall take place by means of a written declaration without Voges being liable to pay any compensation or to issue a guarantee.
- 14.3 All claims which Voges may in such cases have or acquire against the client shall become immediately due and payable.
- 15 final provisions
- 15.1 Should any part or any provision of these general terms and conditions appear to be in violation of any mandatory rules of national or international legislation, these shall be regarded as not having been agreed, however, the remaining provisions shall continue to bind the parties. In such case the parties shall be obliged and undertake vis-à-vis one another to replace the invalid provision with a provision which corresponds to the intentions of the parties and which can be agreed as such by them.
- 15.2 Should there be discrepancies between the Dutch and English texts of the general terms and conditions, the Dutch text shall prevail.
- 15.3 The agreement and all other agreements arising therefrom shall be subject exclusively to Dutch law.
- 15.4 Any dispute between Voges and the client shall be submitted exclusively to the competent court in The Hague, the Netherlands.