

**GENERAL TERMS AND CONDITIONS OF PURCHASE
PILLOPAK B.V.****Article 1 - Applicability**

- 1.1 These General Terms and Conditions of Purchase shall apply to offers and invitations to that effect, as well as to agreements concluded between PilloPak B.V., hereinafter referred to as the "Purchaser", and the other party, hereinafter referred to as the "Seller". Wherever possible, these Terms and Conditions shall also apply after an agreement has been terminated.
- 1.2 The applicability of any other general terms conditions that the Seller might use, or in any way refer to, shall hereby be expressly rejected.
- 1.3 Any changes to these Terms and Conditions must be expressly agreed upon in writing. No rights may be derived from such changes as regards legal relationships entered into at a later date.
- 1.4 Verbal arrangements and/or promises shall only be binding upon the Purchaser if it has confirmed them to the Seller in writing.

Article 2 - Offer and acceptance

- 2.1 The Seller shall be bound by an offer or invitation to that effect for 30 days from the date that the offer was made, or the date that the invitation to that effect was given, or for the longer or shorter period that has been specified in the offer or invitation to that effect.

Article 3 - Changes to agreements

- 3.1 On the Purchaser's request, the Seller shall make all the changes to the order requested by the Purchaser, provided that they are feasible within reason.
- 3.2 If the requested changes lead to modifications in the price, delivery period or other terms, the Seller must inform the Purchaser by return of post, and in any case no later than within 2 working days, failing which the amended order shall be carried out according to the original price, delivery period and other terms agreed.
- 3.3 If the Purchaser is unable to agree to these modifications, it shall be free to decide whether or not the original order shall continue to exist, or the Purchaser may dissolve the agreement without judicial intervention, provided that it has made its objections known in time.

Article 4 - Price and payment

- 4.1 The agreed price (including all additional costs, such as packaging costs, freight charges and administration costs, plus any credit restriction) shall be fixed, and may not be increased without the Purchaser's consent. If the agreed price is increased without the Purchaser's consent, the Purchaser shall

have the right to purchase the products for the original price.

- 4.2 Invoices shall be drawn up in duplicate after correct fulfilment in time, and shall have a payment term of 60 days. The Purchaser shall be entitled to offset counterclaims, irrespective of the currency they are expressed in, even if they are not due and payable.
- 4.3 Invoices, advice notes and correspondence should include the Seller's name and address details, as well as the order date and number.

Article 5 - Delivery period/Delivery

- 5.1 Delivery before the agreed date may only take place with the prior, written consent of the Purchaser. Early delivery shall not lead to changes in the agreed payment term.
- 5.2 Delivery shall be made free domicile or a destination to be further specified by the Purchaser. The risk shall pass to the Purchaser at the point of actual delivery of the goods.
- 5.3 The Seller shall arrange for the transport of the products ordered by the Purchaser, whereby the Purchaser, if need be, shall provide the Seller with instructions for dispatch. The Seller shall have the right to decide the means of transport. Products shall be transported at the expense and risk of the Seller.
- 5.4 The consignment must be packaged properly in accordance with the transport and destination requirements, and must be marked in accordance with the Purchaser's instructions. The Seller shall be liable for damage caused by insufficient packaging. In principle, packaging is at the expense of the Seller. If the Purchaser has special requirements concerning the packaging, any extra costs may be charged to the Purchaser after consultation with the Purchaser.
- 5.5 As soon as any circumstances arise, or are foreseeable, which will prevent the Seller from fulfilling its obligation to deliver in time, the Seller shall inform the Purchaser of this without delay, with mention of the nature of the circumstances, the action it has taken, or will be taking, and the probable length of the delay, failing which the Seller may no longer invoke these circumstances later. The Seller shall not be permitted to invoke force majeure if it has not fulfilled this obligation. In the case of late delivery, either in whole or in part, the Purchaser shall have the right to specify to the Seller another delivery period, and if the goods have not been dispatched within that period, the Purchaser shall be able to consider the contract of sale dissolved, without any judicial intervention being required and without the Purchaser being obliged to pay any damages.
- 5.6 Partial delivery shall only be permitted with the Purchaser's prior consent.



- 5.7 Larger or smaller consignments shall only be permitted with the Purchaser's prior consent, and on the condition that the quantities do not deviate from the agreed consignments by more than 10%.

Article 6 - Title

- 6.1 If the Seller obtains goods from third parties specifically for the purpose of fulfilling any obligation arising from the legal relationship existing between the parties, the Seller shall hold these goods on behalf of the Purchaser, to whom the said goods belong.
- 6.2 If the Seller manufactures goods specifically for the purpose of fulfilling any obligation arising from the legal relationship existing between the parties, these are goods that the Purchaser has had manufactured for itself, and the Seller shall hold these goods on behalf of the Purchaser, to whom the said goods belong.
- 6.3 If the Purchaser provides the Seller with goods, for the purpose of fulfilling the legal relationship existing between the parties, these goods shall remain the property of the Purchaser.
- 6.4 The drawings, models, tools, specifications and instructions with which the Purchaser provides the Seller along with the order, or that the Seller, for the purpose of the supply, has made itself, or has had made, shall remain, or shall become, the property of the Purchaser. The Purchaser shall be considered to be their maker or designer. Unless otherwise agreed, the Seller shall send or return these drawings, models, tools, specifications and instructions to the Purchaser no later than with the final delivery to the Purchaser, failing which the Purchaser may withhold payment until the items are sent or returned and/or deduct from the payment the costs involved in replacing the items not sent or returned.
- 6.5 The Seller shall undertake not to use, have used, or allow third parties to use, any goods that, pursuant to paragraphs 1, 2 and/or 3, are the property of the Purchaser for any purpose other than the fulfilment of its obligations vis-à-vis the Purchaser.
- 6.6 The Seller undertakes to store separately goods that, pursuant to paragraphs 1, 2 and/or 3, are the property of the Purchaser, and to mark these goods as the property of the Purchaser. If a third party asserts any right in respect of these goods and/or has these goods attached, the Seller shall bring to his attention the Purchaser's ownership rights and shall inform the Purchaser immediately of this assertion and/or attachment. The Purchaser shall be entitled at all times to collect, or have collected, the goods belonging to it, from the place where they are situated. If this situation arises, the Seller hereby grants the Purchaser irrevocable authority to enter, or have entered, for that purpose, the premises in use by the Seller or for the Seller.
- 6.7 The Seller undertakes to insure the goods that, pursuant to paragraphs 1, 2 and/or 3, are the

property of the Purchaser, with an insurer of good name located in the Netherlands up to the point of delivery mentioned in 5.2.

Article 7 - Guarantee

- 7.1 The Seller guarantees that the products, on delivery:
- in every respect comply with what was agreed, including all specifications and notifications given by the Seller as regards the safety and properties of the products;
 - are suitable and reliable for their intended purpose, and comply with all relevant statutory regulations (including those arising from applicable EC legislation, in particular the regulations arising from the CE marking);
 - comply with all the relevant standards of national and international standardisation bodies.
- 7.2 The Seller guarantees the import, export and transit of the products to be delivered to the place of (final) destination known to it.
- 7.3 In the event that the Seller fails to fulfil the guarantee given in Article 7.1, the Purchaser shall have the right to return the delivered products at the expense and risk of the Seller and to suspend payment, without prejudice to the other rights the Purchaser possesses under Dutch law. The Purchaser shall inform the Seller as soon as possible after it discovers that the guarantee has not been fulfilled.
- 7.4 The Seller shall indemnify the Purchaser fully against third party liability in connection with any infringement, or alleged infringement, of industrial or intellectual property rights, including knowledge, in respect of the products delivered or still to be delivered.
- 7.5 The Seller shall indemnify the Purchaser fully against the liability of the end seller vis-à-vis the consumer, arising from a lack of agreement that is the result of an act or omission on the part of the Seller.

Article 8 - Inspection

- 8.1 The Purchaser shall be authorised to inspect, or have inspected, the products during production, processing and storage. The Seller shall advise the Purchaser as early as possible when the supply is ready for inspection and shall provide all the information and facilities required for an inspection. The business inspection costs shall be at the expense of the Purchaser. Inspection shall not release the Seller from any guarantee and/or liability such as that arising from the agreement concluded between the parties. When rejecting goods, the Purchaser, in addition to the powers provided in Article 10, shall have the right to require delivery of new goods that do comply with the inspection requirements, within a period it specifies and at no extra charge to the Purchaser. The Seller must proceed without delay to remedy the defects revealed during inspection, at no cost to the Purchaser.

- 8.2 If the Purchaser has good reason to fear that the Seller will fail in its performance, the Seller must, even if it declares that it is ready to fulfil its obligations, immediately furnish adequate security in the form required by the Purchaser and, if need be, it must supplement this security to allow for the potential loss that may be suffered by the Purchaser.

Article 9 - Confidentiality

- 9.1 Orders are confidential and shall not be disclosed by the Seller for publication or sales-promoting purposes without the prior consent of the Purchaser.
- 9.2 The Seller must observe secrecy towards third parties in respect of all information or knowledge provided to it by the Purchaser, or coming to its attention in another way, which it should reasonably recognise to be confidential, and shall only use this information and knowledge for the purpose of carrying out the order issued.

Article 10 -Dissolution

- 10.1 Without prejudice to its right to damages, the Purchaser shall have the right to unilaterally dissolve all or part of the Agreement without notice of default or judicial intervention, if the Seller fails to fulfil its obligations properly or in time, as well as in the event of the Seller's involuntary liquidation, its moratorium on payments, the attachment of a substantial part of its business assets, the attachment of (a part of) the consignment, and halting or winding-up of its business.
- 10.2 In the event of partial dissolution, the Purchaser shall, without prejudice to its right to damages, have the right to:
- a. return to the Seller at the expense and risk of the Seller, a consignment that cannot, or can no longer, be used, and claim back the payment already made for this consignment; or
 - b. after written notification, complete the supply or have the supply completed, either itself or through third parties, possibly using the consignment, whether or not against a payment to be subsequently agreed.
- 10.3 All claims that the Purchaser might have or acquire as a result of dissolution, including any damages, shall be immediately due and payable in full.

Article 11 - Other

- 11.1 Any Terms and Conditions of Purchase previously filed by the Purchaser have become null and void.
- 11.2. If one or more of the provisions in these Terms and Conditions is null and void, the remaining provisions of these Terms and Conditions shall remain in full force.
- 11.3 The Purchaser may make unilateral changes to these General Terms and Conditions of Purchase. The Purchaser shall inform the Seller of the amended General Terms and Conditions of Purchase.

- 11.4 In the event of inconsistency or a difference in interpretation between the Dutch, English German or French versions of these General Purchase Conditions, the Dutch version shall prevail.

Article 12- Applicable law/Competent court/Arbitration rules

- 12.1 Dutch law shall apply to all legal relationships between the Purchaser and the Seller. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 12.2 Disputes arising from, or in connection with, an agreement with the Seller, which cannot be solved amicably between the Purchaser and the Seller, shall be resolved only by the court in the district of the Purchaser's registered office, without prejudice to the Purchaser's right to apply to the competent court of the district of the Seller's registered office.
- 12.3 If both parties consider that the dispute (also) relates to technical issues, then after it has been shown that the dispute cannot be solved amicably between the parties, at the request of either party, the advice of the TNO Institute for Packaging or another independent research bureau shall be sought before the dispute is submitted to the court. The costs of this advice shall be paid by the party found to be at fault.