

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY PILLOPAK B.V.  
REG. 08018282 KVK VELUWE EN TWENTE**

**Article 1 - Applicability**

- 1.1 These General Terms and Conditions of Sale and Delivery shall apply to offers and invitations to that effect, as well as to deliveries and agreements concluded between PilloPak B.V., established in Eerbeek, hereinafter referred to as the "Seller", and the other party, hereinafter referred to as the "Purchaser". Wherever possible, these Terms and Conditions shall also apply after an agreement has been terminated.
- 1.2 The applicability of any other general terms and conditions that the Purchaser 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 Seller if the Seller has confirmed them in writing to the Purchaser.

**Article 2 - Offer and acceptance**

- 2.1 Offers and invitations to that effect from the Seller shall be without obligation.
- 2.2. An order placed by the Purchaser shall only be binding upon the Seller after the Seller has confirmed the order in writing or has carried it out. This shall also apply to orders, agreements and arrangements that have been made or concluded by agents, representatives or other intermediaries.
- 2.3. An order placed by the Purchaser shall be binding upon the Purchaser irrespective of the way in which it was placed. This shall also apply to orders, agreements and arrangements that have been made or concluded by agents, representatives or other intermediaries.

**Article 3 - Prices**

- 3.1 All prices given by the Seller shall be exclusive of VAT.
- 3.2 For consignments below the minimum order size, as stated on the Seller's offers and/or order confirmations, the Purchaser shall be liable to pay the Seller's administration costs and extra manufacturing and transport costs, as such costs apply at the time of delivery.
- 3.3. If the Seller increases its prices, it shall reserve the right to apply the price increase to any orders already confirmed in writing, but not yet invoiced. In that event, the Purchaser shall have the right to

dissolve the Agreement within six days of the Seller notifying it of the price increase. If the goods have already been manufactured, or if the Seller has already purchased the raw materials intended for the manufacture of the goods, the Purchaser shall in that case still be obliged to purchase the consignment for the original price, if the Seller so wishes.

- 3.4 All levies imposed by, or in the name of, the authorities and insurance companies, or arising from measures or agreements applicable to the corrugated cardboard industry, shall be passed on, even if changes are made to such levies after an order has been confirmed in writing.

**Article 4 - Payment**

- 4.1. Unless agreed otherwise, payment must be made within the agreed payment term, without any deduction or setoff, to an account to be designated by the Seller.
- 4.2 Payments made by the Purchaser shall first be offset against costs payable, then against interest due, and finally against the oldest outstanding invoice.
- 4.3 The Seller shall be entitled – both before and during the fulfilment of the Agreement – to require advance payment, cash payment or security for payment. If the Purchaser fails to fulfil its obligation as prescribed under this provision, the Seller shall have the right to suspend further fulfilment of the Agreement until the payment obligation has been fulfilled, that is to say to suspend the entire Agreement, or the part thereof not yet fulfilled, without judicial intervention, without the Seller being obliged to pay damages and without prejudice to the Seller's right to compensation on that account.
- 4.4 If the Purchaser is in default of payment on the due date, or if a petition in bankruptcy is filed against it or the Debt Rescheduling (Natural Persons) Act applies to it, or comparable legislation of another jurisdiction, or if it is granted a moratorium on payments, or its property is attached, or the Purchaser discontinues its business activities, as well as in the event of the death of the Purchaser, or – if the Purchaser is a company – in the event that the company is dissolved, all debts owed to the Seller by the Buyer shall be immediately due and payable in full. The Seller shall in that case not be obliged to make further deliveries to the Purchaser and shall be entitled to claim back any goods not yet paid for and/or dissolve any agreements concluded with the Purchaser, without judicial intervention and without prejudice to the Seller's right to compensation on that account.

<b>MS 1.2.F12-E</b>	Opgesteld/gewijzigd: JT	1	Eigenaar/vrijgegeven: JT	Blz. 1 van 5
	Datum 2017-09-18, afdrukdatum: 17-09-18		Paraaf:	Versie 2



- 4.5 The Purchaser shall be in default by the mere fact of overdue payment, without any notice of default being required in the form of an order, writ or similar instrument.
- 4.6. In the event of non-payment or overdue payment, the Seller shall be entitled to claim the purchase price, plus statutory interest, plus contractual interest of 2.5% on an annual basis, plus all judicial and extrajudicial costs incurred by the Seller, or charged to the Seller in connection with the collection of the amount owed by the Purchaser. The extrajudicial costs shall be assumed to be at least 10% of the total principal sum due. Contractual interest shall also be charged on the extrajudicial costs paid by the Seller.

### Article 5 - Delivery period/Delivery

- 5.1 The delivery dates indicated by the Seller in offers and/or order confirmations shall only be approximations, unless the Seller has expressly confirmed in writing that these dates are binding. Exceeding a delivery period indicated by the Seller shall not give the Purchaser any right to claim damages from the Seller, or demand the dissolution of the purchase agreement in question.
- 5.2 Formats and rolls shall be delivered gross for net, which is understood to mean the weight of the delivered products including initial packaging and/or cores and pallets.
- 5.3 All deliveries shall be made DAP (as defined in the Incoterms 2010), unless agreed on otherwise in writing.
- 5.4 For DAP-deliveries, the Seller shall have the right to choose the means of transport. Transport shall be at the expense and risk of the Seller.
- 5.5. After the Seller has informed the Purchaser that an order is ready, the Seller shall be entitled to invoice for the completed order and deliver in accordance with the agreed delivery date; the Purchaser must take delivery of this order immediately.
- 5.6 If the goods and/or raw materials intended for the manufacture of those goods, which are ordered by the Purchaser, are taken into storage by the Seller on the Purchaser's request, or the Seller, as a result of force majeure and/or failure on the part of the Purchaser, has been forced to put the goods and/or raw materials into storage, the goods and/or raw materials shall be for the account and risk of the Purchaser, including the risk of quality deterioration. The Seller shall be entitled to charge the Purchaser storage costs from the agreed delivery date, as such costs apply at the time.
- 5.7 The Seller shall be entitled to carry out delivery in parts, provided that it has obtained the prior consent of the Purchaser. If an order is delivered in parts,

each part shall be considered to be a separate transaction.

- 5.8 If, in the case of an agreement to purchase an order in parts within a specified period, the total order quantity has not been purchased within that period, or if, in the case of an agreement to purchase an order in parts without an agreement to purchase that order within a specified period, the total order quantity has not been purchased within six months of the first consignment being delivered, the Seller shall have the right either to deliver the remainder of the order and invoice for it in the usual way, or to dissolve the Agreement – insofar as it has not yet been fulfilled – without prejudice to its right to damages.

### Article 6 – Packaging

- 6.1 Insofar as the goods delivered by the Seller are delivered complete with initial packaging (such as pallets, boxes, cover plates, cores and suchlike), this packaging shall not be charged to the Purchaser. However, if the Purchaser has particular requirements with regard to the packaging, or if the Seller considers special packaging to be necessary, the costs of this shall be calculated separately, in consultation with the Purchaser.
- 6.2 The Seller shall not be obliged to claim back the packaging, but – as the owner thereof – it reserves the right to do so. This shall apply in particular to special packaging. If the packaging is claimed back, the Purchaser must return the same quantity of equivalent packaging. Packaging not returned or returned damaged shall be charged to the Purchaser.

### Article 7 – Passing of risk

- 7.1. The purchased goods shall be at the risk of the Purchaser from the point of delivery to the Purchaser. Goods that have been stored by the Seller pursuant to Article 5.6, shall be for the account and risk of the Purchaser. For goods delivered on the basis of EXW (as intended by the Incoterms 2010), the transfer of risk takes place after the loading of the means of transport of the Buyer.
- 7.2. The copy of the consignment note, receipt or acknowledgement of receipt in another form, which is signed by, or in the name of, the carrier, shall constitute proof that the goods mentioned on it have been delivered by the Seller complete and in good external condition, unless there is a dated and signed note to the contrary on the document concerned.
- 7.3 The copy of the consignment note, receipt or acknowledgement of receipt in another form, which is signed by, or in the name of, the Purchaser, shall constitute proof that the goods mentioned on it have been received by the Purchaser complete and in good external condition, unless there is a dated and

<b>MS 1.2.F12-E</b>	Opgesteld/gewijzigd: JT	2	Eigenaar/vrijgegeven: JT	Blz. 2 van 5
	Datum 2017-09-18, afdrukdatum: 17-09-18		Paraaf:	Versie 2



signed note to the contrary from the Purchaser on the document concerned.

### Article 8 - Deviations

- 8.1 Deliveries shall be deemed to have been made correctly as long as the ordered goods do not deviate from the agreed order – either upwards or downwards – by more than:
  - 1) Weight in grams per square metre of corrugated paper 10%
  - 2) Rolls of corrugated paper
    - in width 0.5% with a minimum of 0.5 cm
    - in length 5%
  - 3) Formats
    - in width 0.5 cm
    - in length 1% with a minimum of 0.5 cm
  - 4) Quantities +/- 10%  
Unless agreed on otherwise with Buyer.
- 8.2 If an order is delivered in consignments, the execution of the entire order should be taken into account when determining whether or not a deviation is permissible.
- 8.3 In the case of a permissible over-delivery or under-delivery, within the meaning as referred to in 4) of this Article, the Seller shall be entitled to increase, or decrease as the case may be, the purchase price in proportion.
- 8.4 In the production process of PilloPak, a few phenomena are manifest which are inherent to this process and which cannot be prevented. Paper welds, for instance, are an example of these phenomena.

### Article 9 - Complaints

- 9.1 Complaints should be submitted to the Seller in writing within 10 days of the date indicated on the consignment note or dispatch note. In the case of defects that were not visible externally when delivery of the goods was taken, a period of 2 months from the date indicated on the consignment note or dispatch note shall apply.
- 9.2 Complaints shall not be dealt with by the Seller if the delivered goods have been processed, or if the goods have not been stored in accordance with the usual storage conditions for those goods. Complaints can only be taken into consideration, if the relevant label information (item/production date/batch no) has been retained and made available.
- 9.3 Complaints shall not give the Purchaser the right to defer payment.

- 9.4 In establishing whether a consignment deviates from the requirements beyond the permissible limits stipulated in these Terms and Conditions, the entire consignment must be assessed. Defects discovered in a portion of the delivered goods shall not give the right to reject the entire consignment, or to refuse to purchase the part of the consignment not yet delivered.
- 9.5 If a complaint has been submitted with good reason, the Seller shall have the right either to redeliver the goods concerned, or to refund the purchase price paid, in which case the goods concerned must be made available to the Seller in their original and undamaged condition. Claims which regard consequential damage will not be accepted.
- 9.6 The Seller shall not accept any goods that have been returned without its prior consultation, and any goods returned in this manner shall be for the account and risk of the Purchaser.
- 9.7 Claims for damages in the event the carrier may/can not be present during unloading, are not taken into consideration, unless objective means of proof are submitted.

### Article 10 - Retention of title

- 10.1 Goods delivered by the Seller shall remain the property of the Seller until settlement in full of any claim it has against the Purchaser under an agreement with the Purchaser concerning the goods delivered or to be delivered, including damages, costs and interest, and notwithstanding the provisions of Article 7.1 concerning risk.
- 10.2 As long as retention of title applies to the delivered goods, the Purchaser may not dispose of these goods outside of the normal conduct of its business.
- 10.3 After the Seller has invoked retention of title, it may take back the delivered goods. The Purchaser shall grant the Seller access to the place where these goods are situated.
- 10.4 If the Seller is unable to invoke retention of title because the delivered goods have been confused, deformed or acceded, the Purchaser must pay the Seller for the newly-manufactured goods in the form of alternative compensation.

### Article 11 - Force majeure

- 11.1 In the event of force majeure, the Seller shall be entitled – without judicial intervention – either to dissolve the Agreement in question, insofar as it has not yet been fulfilled, or to extend the agreed delivery period by the duration of the force majeure, with the Seller not obliged to pay damages in either case.

<b>MS 1.2.F12-E</b>	Opgesteld/gewijzigd: JT	3	Eigenaar/vrijgegeven: JT	Blz. 3 van 5
	Datum 2017-09-18, afdrukdatum: 17-09-18		Paraaf:	Versie 2

- 11.2 Force majeure shall include the following circumstances:
- a state of war or siege and proclamation of mobilisation in the Netherlands, or in the country of origin of the goods to be delivered and/or the raw materials intended for the manufacture of the goods to be delivered, scaling down of the Seller's production as a result of a lack of raw and ancillary materials (including energy sources), government intervention, a government order for the manufacture of corrugated cardboard, interruptions of operations, excessive absenteeism due to staff illness, requisition of stock (including raw materials), radical changes in exchange rates, strikes, company blockades, natural disasters, weather conditions, flood, fire, transport blocks, and other circumstances causing a hindrance to production and/or delivery.
- 11.3 In the case of the Seller's suppliers invoking force majeure, this shall also constitute a case of force majeure for the Seller.

**Article 12 - Confidentiality**

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

**Article 13 - Copyright/Industrial property right**

- 13.1 The copyright or industrial property right in designs, drawings, models, samples, patterns and suchlike that are produced by the Seller, or are commissioned by the Seller, shall be the property of the Seller. The Seller shall not, however, guarantee that these designs, drawings, patterns and suchlike do not infringe a copyright or industrial property right, or any other third party right.
- 13.2 If the Purchaser gives the Seller in production a design, drawing, model, sample and suchlike that it has produced or commissioned, the Purchaser shall assume the full guarantee that through the manufacturing and/or supply of these articles, no copyright or industrial property right, or any other third party right shall be infringed. If a third party objects to the manufacture and/or supply of the articles in question, on the grounds of any alleged right, the Purchaser shall indemnify the Seller in respect of all claims from any third party, and the Seller shall be entitled to stop manufacture and/or delivery immediately, and require the Purchaser to pay for the costs incurred together with damages, without the Seller being obliged to pay damages to the Purchaser.

- 13.3 The designs, drawings, models, samples and suchlike that are produced or commissioned by the Purchaser, and given to the Seller in production, shall remain on the Seller's premises at the risk of the Purchaser.
- 13.4 The designs, drawings and sketches made by the Seller should be returned immediately at the Seller's first request.

**Article 14- Preparation of printing plates and die cutting tools**

- 14.1 The preparation costs of printing plates and die cutting tools will be borne by PilloPak, while the Purchaser will pay a contribution for the printing plates and die cutting tools.
- 14.2 Printing plates and die cutting tools manufactured by the Seller shall remain the property of the Seller.
- 14.3 Printing plates made available by the Purchaser will remain the property of the Purchaser and will be shipped to him at his request. The keeping of these printing plates can only be guaranteed until one year following the last time they were used. These printing plates are kept in the spaces of PilloPak at the risk of Purchaser. Storage of the printing plates and die cutting tools that the Purchaser has made a contribution to is guaranteed until two years after they were used last.

**Article 15 - Liability**

- 15.1 The Seller undertakes to deliver in accordance with the hygiene management system implemented at the Seller's location at the time of delivery, or in accordance with the hygiene requirements otherwise agreed with the Purchaser in writing.
- 15.2 In the event of EXW deliveries (pursuant to Incoterms 2010), the Purchaser is responsible for the hygienic condition of the means of transport that is deployed.
- 15.3 The Seller's liability arising from, or in connection with, any agreed delivery shall be limited to no more than the net invoice amount of this delivery, and in the case of delivery in parts, it shall be limited to no more than the portion of the aforementioned amount relating to the part concerned.
- 15.4 If the Purchaser asks the Seller to affix the EAN code or any other code to the packaging it has ordered, the Seller shall do this in accordance with the Purchaser's instructions and in compliance with the relevant general regulations. The Seller shall not, however, be responsible, nor liable, for the usefulness and/or readability of the symbol or code for reading by the appropriate equipment.

<b>MS 1.2.F12-E</b>	Opgesteld/gewijzigd: JT	4	Eigenaar/vrijgegeven: JT	Blz. 4 van 5
	Datum 2017-09-18, afdrukdatum: 17-09-18		Paraaf:	Versie 2



- 15.5 The Seller shall not be liable for damage to, or loss of, the Purchaser's goods or third party goods, which, in connection with the preparation and/or the execution of the Agreement, are provided to the Seller, except for those cases in which the damage or loss is caused knowingly by the Seller or by those for whom the Seller is liable.
- 15.6 Advice given by the Seller about qualities, designs, sizes and so on, shall be provided to the best of its knowledge, but neither the Purchaser nor its customers may claim any damages from the Seller in connection with such advice.
- 15.7 The Seller shall not guarantee that the goods it has delivered are suitable for the Purchaser's intended use and/or any further adaptation by the Purchaser's customers.
- 15.8 The Seller shall not be liable for damage caused by raw materials, ancillary materials and/or other goods provided by the Purchaser with its commission order.
- 15.9 The Seller shall not be liable for colour differences in the printing inks used.

### Article 16 – Product lifetime

- 16.1 The products manufactured by PilloPak can be deployed for the purposes indicated in the specification until one year after the production date, unless indicated otherwise on the product identification/specification, on condition that the storage conditions as indicated in the specification are observed.

### Article 17 - Other

- 17.1 Any Terms and Conditions of Sale and Delivery previously filed by the Seller have become null and void.
- 17.2 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.
- 17.3 The Seller may make unilateral changes to these General Terms and Conditions of Sale and Delivery. The Seller shall inform the Purchaser of the amended General Terms and Conditions of Sale and Delivery.
- 17.4 In the event of inconsistency or a difference in interpretation between the Dutch, English, German or French versions of these General Conditions of Sale and Delivery, the Dutch version shall prevail.

### Article 18 - Applicable law/Competent court/Arbitration rules

- 18.1 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.
- 18.2 Disputes arising from, or in connection with, an agreement with the Purchaser, which cannot be solved amicably between the Purchaser and the Seller, shall be resolved only by the court in the district of the Seller's registered office, without prejudice to the Seller's right to apply to the competent court of the district of the Purchaser's registered office.
- 18.3 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 two 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.

<b>MS 1.2.F12-E</b>	Opgesteld/gewijzigd: JT	5	Eigenaar/vrijgegeven: JT	Blz. 5 van 5
	Datum 2017-09-18, afdrukdatum: 17-09-18		Paraaf:	Versie 2