

## GENERAL TERMS OF DELIVERY AND PAYMENT OF BEEKENKAMP VERPAKKINGEN B.V.

Of the private company with limited liability Beekenkamp Verpakkingen B.V. with its registered office in Maasdijk, municipality of Westland, listed in the Trade Register of the Chamber of Commerce and Industry in The Hague under number 27221212.

### I APPLICABILITY GENERAL TERMS AND CONDITIONS

#### Clause 1:

These conditions will apply to all offers, quotations, agreements and deliveries entered into by Beekenkamp Verpakkingen B.V.

### II OFFERS

#### Clause 2:

Offers, irrespective of their shape or form, are without engagement until the order resulting from these has become binding in the way as described in clause 7.

#### Clause 3:

We will not be liable for damage caused by inaccuracies in advice provided and data regarding products to be delivered, except in the event of gross negligence and intention.

#### Clause 4:

All drawings, sketches, schedules, samples, models, calculations, etcetera, made by us or manufactured on the instructions of us will remain our property and will remain so even after the agreement has been fully executed. The drawings etcetera cannot, neither in whole, nor in part be multiplied, shown or handed over to third parties, for any purpose whatsoever. The Client will be liable towards us for damage caused because of third parties being shown or given drawings, etc. The drawings etc. are to be returned to us forthwith.

#### Clause 5:

We will not be liable for inaccuracies in data, drawings, etc., or advice furnished to us by or on behalf of the Client in order to make use thereof in the execution of the agreement. We will not be obliged to test any of the data or documents received from or through the Client from third parties and may rely on the accuracy thereof. The Client will indemnify us, with regard to the above, against any claims of third parties arising from said inaccuracies.

#### Clause 6:

All prices will apply, unless otherwise agreed on, to delivery ex warehouse or ex works, inclusive of packaging and exclusive of VAT. From the moment the goods leave the warehouse or the works, they will be at the expense and risk of the Client, who is required to insure himself adequately for that risk. We are free in the choice of efficient packaging and forwarding. The packaging material of our products meant for repeated use will remain our property. The Client will keep this packaging material at our disposal. The Client will be liable for damage or loss thereof.

If with regard to the agreement any charges due, such as freight costs, import and export duties stations, storage, surveillance, clearance charges, taxes or other levies, are introduced or raised after concluding the agreement, these will be borne by the Client, as well as the consequences of modified exchange rates, unless explicitly otherwise agreed on. As for goods, to deliver forward or on call and for goods we do not have in stock in whole or in part upon receipt of the order and which are quoted by us for the earliest possible delivery, we reserve the right, without further notice, to charge the prices and costs applicable at the time of delivery, regardless of any prior confirmation.

### III ORDER AND OTHER AGREEMENTS

#### Clause 7:

Any order will only be binding upon us insofar as it has been accepted by us in writing and without reservation. The preceding equally applies to further agreements and to modifications to existing agreements.

Clause 8:

If after acceptance of an order circumstances occur that affect the cost price, such as changes in prices of raw materials, wages, rates, import duties, etcetera, we reserve the right to pass on those changes in price to its Client. The Client will be informed about this.

Clause 9:

If after acceptance of an order, modifications are stated by the Client, to which modification(s) we cannot agree, or on account of which the order is cancelled in whole or in part, all costs already incurred as well as an amount for loss of profits and loss on account of idle time will be borne by this Client.

In the event of cancellation of the order by the Client, Client will be obliged to compensate us for costs already incurred, as well as an amount for loss of profits and loss on account of idle time. Cancellation will only be possible after our written permission.

If there is reasonable suspicion that the financial position of the Client gives rise thereto, we are entitled to request security of the Client for payment of the costs incurred and still to be incurred by us for this Client, by providing us with a bank guarantee or by paying the agreed amount, eventually due.

We are entitled to suspend the execution of the activities until full security has been furnished. If within 3 months after the request full security has not been furnished, the Client will be in default, without notice of default being required, and the agreement may be dissolved by us without judicial intervention. The Client will be liable for all costs, damage, loss of profits and any loss on account of idle time arising from the order and from the early termination.

Clause 10:

We are free to call in third parties for the execution of an order.

#### IV PROVISIONS REGARDING THE PRODUCT:

Clause 11:

We will be considered to have fulfilled our obligations with regard to the quantity of product to be supplied, when we deliver the ordered quantity, or at maximum 10% more, or at maximum 10 % less than the ordered quantity.

Clause 12:

Components to be made available to us by the Client or on behalf of the Client that are to be mounted to or to be processed in the product to be manufactured by us, are to be delivered to our factory in time, in the required quantities, free and carriage paid with a surcharge of 10%.

The Client is responsible for the components or other goods thus made available to us and for the proper applicability thereof. We assume without any investigation that these components etcetera can be properly mounted or processed right away in, on or to the commissioned product to be manufactured, barring other stipulations agreed on in writing.

If said components are not supplied in time, or cannot be processed by us and this results in a standstill of production, the Client will be responsible for all losses sustained by us as a result of this standstill.

Clause 13:

We will only take the product to be manufactured into production after the trial series furnished by us have been approved by the Client and the Client has informed us in writing of such approval or we have confirmed such approval in writing.

#### V GUARANTEE

Clause 14:

With due observance of what has been stipulated elsewhere in these conditions, we will guarantee both the soundness of the products supplied and the quality of the material used and/or built thereto in such a manner that in the case of specified products their soundness will be defined by the specification.

Any defects in moulds and products produced by means of such moulds, of which the Client proves that they arose within four months, counting from the date of dispatch, only or predominantly as a direct consequence of an inaccuracy in the construction designed by us or as a result of an inadequate finish or use of poor material, will be repaired by us. We are not obliged to compensate any further damage, be it direct or indirect, suffered by the Client or by any third party.

With regard to the use of moulds as produced on our premises, a two year period of guarantee applies, or the expressly agreed quantity of plastic products to be produced is applicable.

The guarantee given by us will not apply:

A. to defects that are the result of faulty materials and/or components that were furnished or prescribed by the Client.

- B. to defects that are the result of improper use or negligence by/on the part of the Client, his staff or third parties.
- C. to defects that are due to normal wear and tear, improper handling, overload or use of inappropriate operating assets and corrosive chemicals.
- D. in the event of alterations to the moulds, performed by third parties outside our instructions.

## VI MOULDS

### Clause 15:

If we are required to come up with moulding tools, etc. to manufacture a mould, we will not commence the manufacture until its Client has paid us an allowance in manufacturing costs agreed on thereto. Nor will we commence modifications, improvements or repairs to moulds, etc. until the (if need be estimated) costs due thereto have been paid. If a price for the activities has not been explicitly agreed on, the Client will on first demand pay us an advance to the costs to be determined by us.

### Clause 16:

Moulds etc. manufactured in whole or in part in accordance with our instructions, for which the Client has paid the agreed costs, will pass into the ownership of Client the moment these moulds are put to use by us for the manufacture of the product. These moulds etc. will, however, be retained by us, if they are not used for production and need only be returned to the Client on his written request after expiry of two years after delivery and/or payment of the final order placed by the Client with us for products manufactured by means of these moulds etc. The Client is obliged to collect the moulds, etc. with us within three years after delivery of the final order. If this is not done in time, we will set a term in writing within which the goods can still be picked up. If the Client still fails to react in time, the moulds etc. may be destroyed by us without us therefore being obliged to pay the Client any compensation. The Client is obliged to pay the costs we have to incur on account of the destruction.

### Clause 17:

In those cases in which the Client supplies the moulds, etc., these will be returned at his request, only after all the claims of us on the Client - for any account - have been paid.

### Clause 18:

We will not be responsible for loss or damage of moulds etc. except in the case of gross negligence or intention on our part. We will not be responsible for gross negligence or intention of employees or subcontractors. If we are responsible, the moulds, etc., will either be repaired or replaced, such at its discretion. We are not obliged to any further obligation or payment of damages. We are not obliged to insure the moulds etc. in its possession against damage by any cause whatsoever.

### Clause 19:

Insofar as we have indicated in the offer or order confirmation for what number of strokes or products a mould etc. can normally be used, the mould etc. will no longer be considered suitable for further production after that number of pieces, or after the production of that number of pieces. If such an indication to the offer or order confirmation was not made, we will inform the Client as soon as it appears that a mould etc. is no longer suitable for an economically sound production. In that case the Client will also be notified of the costs attaching to the repairs or the replacement. When assessing an economically sound production, the progress of technology and the company's adaptation to it should also be considered, both with regard to volume and labour intensity. For as long as a mould etc. is still suitable for production according to the above-mentioned standards and is kept with us, the maintenance costs of such a mould etc. will be borne by us for a period of two years after its first use in the event of regular repeat orders of the products to be manufactured with it. Moulds etc. that are no longer suitable for production according to said standards need no longer be returned by us and may be destroyed by us without us being obliged to any compensation towards the Client because of that.

## VII DELIVERY

### Clause 20:

Delivery times are only approximations. We are not responsible for the consequences of quoted delivery times being exceeded. Exceeding the delivery time by any cause whatsoever will not entitle the Client to compensation, nor to non-fulfilment of any relevant obligation resting on the Client.

Dissolution by the Client is possible under the conditions that apply to cancellation, as laid down in Clause 8.

We are entitled to deliver an order in its entirety or in successive parts. In the latter case we are entitled to separately invoice every partial delivery to the Client and to demand payment thereto.

If and for as long as a partial consignment is not paid by the Client and/or the Client does not fulfill other obligations arising from the relevant agreement or (an) earlier agreement(s), we are not obliged to deliver the next partial consignment and we will be entitled to dissolve the agreement(s) insofar as it/they has/have not yet been carried out, without judicial intervention and without any notice of default of the Client, while we retain the right to compensation and without the Client being able to assert any right to compensation or otherwise.

## VIII RETENTION OF TITLE AND RISK

### Clause 21:

We will remain the owner of the goods delivered to the Client, also after delivery, wherever these goods may be. The Client is deemed to retain the goods for us for as long as this Client has not fully met its obligations to pay under any agreement whatsoever to us.

The buyer has the right to process or sell on the products it purchased from us, provided this is done within the scope of normal business operations.

In the event of non-payment of any claimable amount or in case the Client fails to meet any obligation towards us under whatever agreement with us regarding the execution of work or the sale of goods, as well as in the case of the Client's filing for suspension of payment, bankruptcy or liquidation, we will be entitled to cancel the agreement or such part thereof, that has not yet been carried out by us, as well as any other existing agreement(s) concluded with the Client with immediate effect without judicial intervention being required by registered letter addressed to the Client. The Client agrees now for than with the mentioned cancellation, in which case the Client will now for then grant us access to its premises and we will be entitled to take back the goods that have not yet been paid, without prejudicing our right to compensation of damage, costs, interest and lost profit, which may have been caused by all this. In any of the above instances any claim we may have at the expense of the Client immediately becomes fully due and payable. The Client is obliged to inform us forthwith of the fact that third parties are laying claim to goods on which rests our retention of title under this clause.

## IX FORCE MAJEURE

### Clause 22:

We reserve the right to cancel a concluded agreement in whole or in part, definitively or temporarily, or to execute it at a later time and to extend it, if, as a result of force majeure within the meaning of art. 6:75 B.W. [Netherlands Civil Code), we are incapable of fulfilment thereof, without being obliged to any compensation.

Should the extension of the delivery time exceed three months as a result of force majeure, we will be authorised to cancel in whole or in part that part of the agreement that has not yet been carried out, without being obliged to any compensation. In case of partial execution the Client will owe the costs incurred by us and/or a proportionate part of the total price, against delivery of course of the goods manufactured by us.

We will not be liable for any direct damage whatsoever to the Client or to third parties because of suspension or cancellation as a result of said force majeure.

## X INDUSTRIAL PROPERTY RIGHTS

### Clause 23:

In case of manufacture by us of articles in accordance with drawings, samples, models or other modifications in the broadest sense of the word, received from its Client or from third parties through the Client, the Client guarantees that with the manufacture and/or delivery of such articles no patents or rights of use, trade models or any other rights of third parties are affected and the Client will indemnify us against any claims arising therefrom.

If a third party objects to the manufacture and/or delivery under any alleged right as referred to above, we will be entitled simply and only on those grounds, to cease the manufacture and/or delivery forthwith and to demand compensation from its Client for costs incurred, without prejudicing our claims to any further compensation and without us being obliged to any compensation to the Client.

We undertake to inform the Client forthwith in case third parties object to the manufacture and/or delivery of goods meant for the Client. We reserve the intellectual property of the documents, drawings, samples, models or other goods manufactured by us, also after delivery to the Client.

The Client will be responsible for any damage caused by infringement of our intellectual property rights, committed by means of goods delivered to the Client by us. The Client undertakes to inform us immediately, as soon as the Client becomes aware of any infringement of our rights.

## XI COMPLAINTS

### Clause 24:

The check for the quantity of the delivered products rests with the Client.

All complaints to that effect have to be in our possession within 24 hours after delivery, failing which the quantity as stated in the consignment note, the delivery note or any other such document is deemed to have been accepted as correct by the Client.

Immediately after delivery, but at any rate before the products are introduced to the production process, the Client is required to check whether the delivered products show any material and/or manufacturing defects. We cannot be held responsible in any way for any damage as the result of products with material or manufacturing defects being introduced to the production process of the Client or their customer.

Any complaints about the incorrect execution of orders or about the quality of the delivered products have to be filed by registered letter within eight days after delivery. In the event of defects within the meaning of Clause 13 the Client is required within 48 hours after the Client believes to have found a defect, to inform us thereof by registered letter.

When the abovementioned periods have expired, the Client is deemed to have fully accepted the delivered goods. Any complaints outside the aforementioned periods need therefore not be dealt with by us.

If complaints have been filed in time and after the products have been proven to show material defects or defects in manufacture, we will at our own discretion either see to repairs free of charge or to a full or partial redelivery free of charge. We are not obliged to any further obligations, especially not to compensation of damage.

We will not be liable for costs, damages and interests that might arise for the Client or for third parties as a direct or indirect result of acts or omissions of persons employed by us or as a result of defects of the goods supplied by us to the Client.

We are only obliged to deliver in accordance with the specifications agreed on at the time the orders were placed. We will not accept any liability for the applicability of the purposes of the delivered products deviating from the specifications referred to by the Client or any other specifications whatsoever. Complaints will not be dealt with if the Client has in any way failed to fulfill its obligations that have arisen till then towards us under any agreement. The Client will indemnify us against all claims to compensate any damage of third parties arising from this agreement.

## XII PAYMENT

### Clause 25:

Payment is to be made within 30 days after date of invoice. In case this term is exceeded the Client will be in default by operation of law, by the mere expiry of this term of payment without any notice of default being required. In that case the execution of all orders accepted for the Client will be suspended until payment has been made in full, or until a term to be set by us. If this term is exceeded, we will be entitled not to execute the orders referred to and to claim compensation.

From the moment payment should have been made, the Client owes an interest of 1,5 % of the invoice amount for each month or part of a month by which the expiry date is exceeded.

Payments are to be made, either in cash at our offices or by bank transfer or giro transfer.

The Client will be in default without any notice of default being required by the mere expiry of the term of payment, as well as in case of the Client's (filing for) bankruptcy or suspension of payment, the Client being placed under guardianship or under administration, liquidation and in case the Client's goods have been attached. All costs related to the payment will be borne by the Client, unless otherwise agreed on.

All costs, especially the extrajudicial and judicial costs for the collection of our claim relating to overdue payment will fall on the Client who is in default. The extrajudicial costs will amount to 20% over the amount due. We have the right to determine to which debts payments will be allocated, yet payments will in any case first be deemed to reduce the interest and the costs incurred by or on our behalf.

We are at all times entitled to demand further payment securities from the Client. If the request for security has not been fulfilled within 10 days, the Client will be in default without further notice and the order will be deemed terminated. The Client will be liable for all costs and damage arising from the order and the early termination.

We are entitled to demand from the Client to sign a deed of assignment to transfer its claim(s) on its customer, to which the Client is committed towards us, if we claim so, such in security of the payment of the Client's debt(s) to us.

## XIII APPLICABLE LAW

### Clause 26:

Dutch Law applies to all our agreements to which these conditions apply.

#### XIV REGISTRATION AND COMMENCEMENT OF VALIDITY

Clause 27:

These conditions are registered at the Chamber of Commerce and Industry in The Hague and are valid from august 1 1995.