

General Terms and Conditions of Sale and Delivery

Article 1. Applicability

These general terms and conditions are applicable to all offers, order confirmations, deliveries and agreements concluded with Minigrip and Daklapack. Throughout these conditions the offeror/seller is referred to as the Contractor, being the one who applies these conditions, whereas the other party shall hereinafter be referred to as the Client. Varying provisions of the Client do not apply, unless these have been accepted in writing by the Contractor.

Article 2. Offers/price changes

In principle, any offers and quotations made are without obligation. All transactions are concluded on the basis of the prices that are applicable at the time of conclusion. Should, in the interim, price increases occur, for example as a result of an increase of duties, excise duties, factory prices, raw materials, freight costs, a change in the exchange rates or similar factors, the contractor is entitled to pass on the price difference to the client, who, for his part, within five days of the notification, is entitled to return the order that has been provided and to suffice with the refund of that already accomplished by the contractor, based on the prices agreed earlier.

Article 3. Delivery /risk transfer

All deliveries take place from the factory or the warehouse of the Contractor and all goods are transported at the expense and risk of the Client, unless otherwise agreed. A goods in transit insurance will only be concluded by the contractor upon explicit request by the Client and in that case will be concluded at the expense of the Client. The Contractor shall deliver within the agreed delivery period. The Client shall never be entitled to compensation should the delivery period be exceeded by the Contractor. The Client has the exclusive right to state a reasonable period to the Contractor for compliance under penalty of dissolution of the agreement. Should the Contractor already have partially met his obligations, this performance shall be maintained and the Client shall be entitled to a proportional part of the agreed price.

Concerning the delivery agreed between parties, should the ordered goods not have been delivered within the agreed term, the Contractor - at his option - is entitled to either deliver the remainder and to invoice for this in the usual way or to cancel the order insofar as this still has to be executed.

Stored goods are at the expense and risk of the Client, including the risk on the part of the Client of loss of quality.

The copy of the advice note, consignment note, receipt or other type of confirmation of receipt signed by or on behalf of the Client, is valid as proof that the goods stated on there have been received as a whole and in good condition by the Client or on behalf of the Client, unless a note was made on the confirmation of receipt.

Article 4. Return consignments

The Contractor cannot accept return consignments about which no consultation has taken place in advance.

The costs of acceptable return consignments are at the expense of the Client, unless otherwise agreed.

Article 5. Deviations

The deviations below are deemed acceptable. When assessing whether a deviation falls outside the permissible limit, then the average has to be taken from the delivery.

a. With regard to the ordered amounts the following deviations in respect of the ordered amount are deemed permissible.

Less than 500 kg	25%
500 – 1000 kg	20%
1000 – 2500 kg	15%
2500 kg and over	10%

These deviations are doubled in the event that the Client prescribes a minimum or maximum amount.

b. In size, both in the length and width, a deviation of more than or less than 5%. For printed bags with side joints, the width margin is less than 5%. Everything with a maximum of 1 cm.

c. In the thickness, both more and less than 10%.

d. Deviations in the colour of the print are permissible insofar as these deviations result from the applied procedure and material and are accepted as being inevitable. Indications concerning colour fastness or non-perishability can never be deemed to be warranties.

e. Slight deviations in quality, colouring, transparency, etc. will not be accepted as a reason for rejection.

Article 6. Complaints

a. Complaints should be submitted in writing within ten days of the receipt of the delivery. Complaints will not be recognised after this date, unless they concern hidden defects. In such a case a period of a maximum of two months applies. Neither shall claims be recognised if the delivered goods have in any way been used or processed. Complaints or differences of opinion, whatever the nature, do not entitle the Client to postponement of payment. The liability of the

Contractor by virtue of the agreed deliveries does not exceed the invoice amount of these deliveries, or, in the case of delivery in instalments, does not exceed the part in question of the amount mentioned above.

b. Defects in a part of the delivery do not entitle the Client to reject the complete delivery.

Article 7. Force majeure

Force majeure releases the Contractor from its contractual obligations towards the Client. Factors of force majeure include, but are not restricted to, incidents that have a clearly demonstrable effect on the business operation of the Contractor, such as serious breakdowns in the production process, war, riots, epidemics, fire, traffic jams, strikes, prohibitions on import or trade, lockouts, extreme weather influences etc.

Article 8. Guarantee

With regard to delivered goods the guarantee conditions determined by the manufacturer shall be applicable. In all other cases, the Contractor only offers a guarantee insofar as this is clearly stated in its quotations or concluded agreements. If the Client modifies, processes or handles the delivered product judiciously the obligations under the guarantee shall lapse. The guarantee, insofar it has been granted, only applies if the Client has met all its obligations towards the Contractor, both financially and otherwise.

Article 9. Liability

Liability for damage or any other harm to material or persons caused by the whole delivered product or effect on the packaged product caused by our goods through, for example, the generation of odour, discolouration, greasy deposits, or in any other way, will not in any way be carried by the Contractor. Equally, the Contractor is not responsible for the suitability of the ordered goods for the purpose of use indicated by the Client, or for certain further processing or treatment, unless that responsibility is explicitly accepted in the written order confirmation.

The Contractor cannot be held liable for damage caused intentionally or by gross negligence of its staff or by third parties involved in the execution of the Agreement by the Contractor.

Article 10. Copyright

1. The Client will be charged for designs, moulds, plates, image carriers and lithos, tools or similar, produced for him, also should these, after production, no longer be used for a delivery assignment. Insofar as not agreed otherwise, they remain the property of the

Contractor and a transfer to the Client or third parties cannot be demanded.

2. The Client is liable for a breach of patents, samples, designs or similar rights that arise from the order by the Client.

3. Proofs have to be assessed by the Client for misprints and printing errors and, after they have been found to be ready for press, have to be returned.

4. The Contractor is not liable for mistakes that have been overlooked by the Client. Changes that are passed on orally should be confirmed in writing.

5. The manuscripts, originals, plates, lithos, image carriers, printwork, etc. made available to us by the Client, which is the property of third parties, will be retained, at the risk of the Client, for a maximum of two years of the assignment having been given. It is recommended that the Client takes out insurance to this end.

Article 11. Payment

All payments should, unless explicitly stipulated otherwise, take place by the Contractor within the payment period stated on the invoice and in the absence thereof within 14 days following the invoice date. When the payment period is exceeded the Client is legally in default. From the day that the payment period has expired until the date of full payment, the Client owes statutory interest on the outstanding amount. The Client shall in no case be entitled to invoke the right of set-off. Irrespective of whether the payment period has expired, the claim of the Contractor is, in any case, immediately due and payable in the event of bankruptcy of the Client, as well as should the Client have requested or have been given suspension of payment, in the event of the Client being placed under guardianship or death, liquidation or dissolution, as well as in the event of seizure of the goods of the Client. If and as soon as a claim of the Contractor, that has not been met within the payment period, has been handed to a third party for collection, the latter is entitled to charge all legal and extrajudicial collection costs to the Client, whereby the Client owes, in any case, by way of extrajudicial collection costs, an amount based on the collection rates of the Netherlands Bar Association and calculated on the outstanding invoice amount, increased by any interest that is owed.

Article 12. Retention of title and pledge

All goods delivered by the Contractor remain the property of the Contractor until full payment has taken place. The retention of title also applies to claims resulting from agreements, in which in addition to the delivery of goods, also agreed is the execution of

activities. In that event, the goods remain the property of the Contractor until the whole claim of the Contractor, resulting from the agreement, has been paid by the Client. As long as the aforementioned claims have not been paid, the Client is not entitled to establish a right of pledge or a nonpossessory pledge on the goods delivered by the contractor and, in respect of third parties, who wish to establish a similar right on that, upon the first requests of the Contractor, he undertakes to declare that he is not authorised to establish a pledge. Furthermore, the Client undertakes not to sign an instrument, whereby a pledge on the goods is established, in which case the Client will be found guilty of embezzlement. In the event that the Client does not meet any obligations towards the Contractor resulting from the agreement with regard to the sold goods or the work to be executed, the latter is entitled to repossess the goods, without notice of default, that were originally delivered plus the newly produced goods. The Client authorises the Contractor to enter the location where these goods are situated.

Article 13. Applicable law and competent court

Dutch law is applicable to all quotations provided by and agreements entered into with the Contractor. All disputes resulting from agreements or quotations, to which these conditions are applicable, will be adjudicated by the competent court at the place of business of the Contractor, unless the law mandatorily appoints another competent court. In addition, the Contractor reserves their option of the right to summon the Client in front of the competent court of their town or city.

Article 14. General provisions

Unless explicitly agreed otherwise in writing, these General Terms and Conditions of Sales apply to all sales. Deviating conditions, which are stated in the Client's orders and/or deliveries, are only valid if they are explicitly acknowledged by the Contractor in writing. In addition, a general indication in the purchase provision of the Client, which gives priority to the Client's conditions above the aforementioned conditions, is not acknowledged by the Contractor other than if acknowledged by explicit written confirmation on both sides.

Should the Client not comply with these general terms and condition of sales, the Contractor reserves the right to immediately dissolve the agreement. The Client is then obliged to refund to the Contractor the costs that have been incurred to that date.

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