

**GENERAL TERMS AND CONDITIONS DILLEWIJN ZWAPAK****1. Applicability****1.1**

These general terms and conditions apply to all legal relationships (including orders, agreements and pre-contractual relationships) between Dillewijn Zwapak B.V. and/or its affiliated companies (Dillewijn) and a customer regarding the order and/or delivery of goods or items to a customer. Affiliated companies are in any case understood to mean all (current and future) subsidiaries and sister companies of Dillewijn Zwapak B.V., including in any case Vaselife International B.V.

1.2

Unless explicitly agreed otherwise in writing, these terms and conditions are part of and will apply to all legal acts between Dillewijn and the customer, regardless of whether or not the relevant acts lead to (the conclusion of) an agreement.

1.3

Any terms and conditions used by the customer are hereby expressly rejected. Even if Dillewijn signs or accepts a document that refers to the terms and conditions used by the customer, this does not constitute acceptance of such terms and conditions. Only an express and specific written confirmation in which Dillewijn waives the applicability of its own terms and conditions and the acceptance of other terms and conditions counts as an acceptance of deviating terms and conditions.

1.4

The Customer and with whom an agreement has been concluded to which the present terms and conditions have been declared applicable, automatically and tacitly agree to the applicability of these terms and conditions to future transactions with Dillewijn.

1.5

Deviations from or additions to these terms and conditions are only valid if agreed in writing and signed on behalf of Dillewijn.

1.6

When an amendment and/or addition as referred to in art. 1.5 is agreed, then this change or addition only applies to the relevant agreement, unless expressly stipulated otherwise.

2. Quotations**2.1**

All offers are without obligation. If a period for acceptance or a period of validity is mentioned in the offer, this does not mean that the offer is revocable. Dillewijn can always revoke an offer, even if it has been accepted by the customer.

2.2

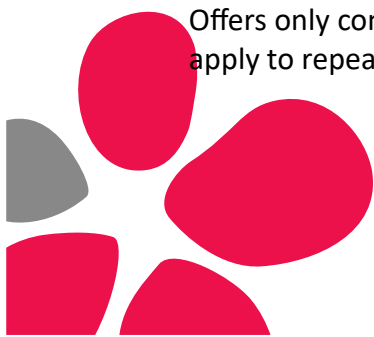
In the case of a composite quotation that is included in an offer, there is no obligation for Dillewijn to deliver part of the goods included in the offer against a proportionate part of the price quoted for the whole.

2.3

The Customer may not set any deviating or additional stipulations when responding to an offer. Such changes and deviations do not bind Dillewijn and Dillewijn is at that time entitled to carry out the assignment in accordance with its proposal.

2.4

Offers only concern the quantities and products stated in the offer and do not automatically apply to repeat orders.



2.5

Dillewijn is at all times entitled to make partial deliveries. If the goods are delivered in parts, Dillewijn is authorized to invoice each part separately.

2.6

Also in the case of a so-called (continuous) long-term relationship, Dillewijn is only bound to a delivery if the relevant order has been agreed in accordance with the provisions of Article 2.4. Dillewijn is entitled at any time to terminate a long-term relationship (prematurely) with immediate effect by means of a simple written notification.

3. Prices

3.1

Unless expressly stated otherwise, quoted or agreed prices are in euros. If prices are stated in foreign currency and the equivalent value is indicated in Euro, this equivalent value will only apply approximately.

3.2

Unless expressly stated otherwise, the prices apply i) exclusive of sales tax, ii) based on the minimum quantities applied by us, iii) Ex warehouse (ex Works/EXW), and iv) exclusive of any other costs such as import and export duties as well as any other government levies, costs of transport, storage and transshipment, costs of insurance, disposal contribution(s), environmental levies or environmental surcharges that have been or will be imposed by the government, and costs of quality controls.

3.3

If, after the date of a quotation or confirmation of an order, or during a period of price stability, one or more of the cost price determining factors, including exchange rates, raw material prices or salaries, change, Dillewijn has the right to adjust the agreed price accordingly. This applies regardless of whether or not the increase was foreseeable at the time of the offer or confirmation.

4. Payment

4.1

Payment must always be made within eight (8) days after the invoice date by transfer to Dillewijn's bank account number.

4.2

The customer is not authorized to set off an obligation, whether due or not, on its part against an obligation of Dillewijn. 2 of 5 PR

4.3

A complaint from the customer does not suspend any payment obligation towards Dillewijn.

4.4

Dillewijn is always authorized to request an advance or payment in advance. Dillewijn may also require (additional) security at any time. Dillewijn is entitled to suspend its obligations until the customer has fulfilled its obligations under this article.

4.5

The customer is in default by the mere expiry of a payment term. In that case, those claims of Dillewijn against the customer are immediately due and payable and Dillewijn can dissolve the agreement and any other agreements with the customer and/or suspend their implementation. Dillewijn therefore retains the right to compensation in connection with the later or non-execution of the agreement(s).

4.6

The Customer owes, without further notice of default, the statutory interest for trade

agreements (Section 6:119a of the Dutch Civil Code) on all amounts that have not been paid no later than the last day of a payment term, from the invoice date, but at all times at least 12% on an annual basis. The interest on the due and payable amount will be calculated from the day that the customer is in default until the day of full payment.

4.7

In addition to the aforementioned amount of interest, the customer owes judicial and extrajudicial costs. The extrajudicial costs are at least 15% of the amount still due, with a minimum of € 250.

5. Retention of Title

5.1

Ownership of the goods delivered by Dillewijn to the customer will only be transferred to the customer when the customer has paid all claims of what Dillewijn may have or will be entitled to claim under all agreements with the customer.

5.2

Dillewijn is irrevocably authorized by the customer to take back the goods delivered under retention of title (or have them taken back) without any judicial intervention, demand or notice of default.

5.3

If and as long as ownership of the goods has not yet passed to the customer, the customer will manage the goods with due care and immediately inform Dillewijn in writing if the goods are seized or if any part is otherwise claimed. of the goods.

6. Delivery and Transportation

6.1

The delivery period starts on the date on which the agreement is concluded. If Dillewijn needs data, permits or exemptions and materials or tools to be treated that must be provided by the customer for the implementation of the agreement, the delivery period will commence on the day that all items are in the possession of Dillewijn, but not before. than on the date on which the agreement is concluded.

6.2

The delivery terms or dates specified by Dillewijn are always approximate and never count as a strict deadline. Exceeding the term or date therefore does not entitle the customer to dissolve the agreement. In the event of an overrun, the customer must therefore give Dillewijn written notice of default and allow Dillewijn a reasonable term to still deliver. In the case of a delivery date, the provisions for this in paragraph 1 must also be taken into account.

6.3

Delivery of the goods and items takes place ex works (EXW) of Dillewijn in accordance with the Incoterms 2020, except insofar as the parties have expressly agreed otherwise in writing. Factory is understood to mean: the warehouse of the Dillewijn business premises or the business premises of the manufacturer/supplier of Dillewijn, at the discretion of Dillewijn.

6.4

If Dillewijn nevertheless arranges or arranges for the transport of the goods intended for the customer, this will be at the expense and risk of the customer. In addition, the customer must take care of appropriate insurance.

Dillewijn does not take care of this and is at most responsible in accordance with the legal provisions regarding transport and with due observance of the provisions in these conditions regarding liability.



6.5

If the customer does not accept the goods or documents issued for the goods at the agreed time, the customer will be in default without notice of default. In that case, Dillewijn is, among other things, entitled to store the goods (or have them stored) at the expense and risk of the customer.

7. Storage

7.1

If it has been agreed that ordered items will be stored in a warehouse, storage will take place at the expense and risk of the customer from the moment they have been paid for by the customer. The goods are then available on demand.

7.2

Dillewijn is always and at any time entitled to invoice the relevant articles immediately and in full.

7.3

If delivery of goods in parts (on call) has been agreed, the customer is obliged to purchase in accordance with the agreed call and delivery schedule. If no written agreements have been made, the customer will have accepted the goods in full within 3 (three) months after the conclusion of the agreement.

8. Commercial

8.1

The customer is obliged to carefully examine received printing or other proofs and to report any defects or errors to Dillewijn within three working days at the latest. Failing this, the proof is deemed to be correct and is deemed to have been approved by the customer, which may subsequently form the basis for products to be ordered. Should it later appear that there are defects, errors or imperfections that have gone unnoticed by the customer, this will not be regarded as a shortcoming and Dillewijn will not be liable for this.

8.2

The customer must inspect (or have inspected) delivered goods (including packaging) as soon as possible. In doing so, the customer must in particular check whether 1) the correct goods have been delivered (both in terms of nature and quantity) and 2) the quality has not been agreed upon.

8.3

Under penalty of forfeiture, visible shortcomings or damage must be reported in writing (on the delivery document) immediately upon delivery. If no written comment (on the delivery document) has been made upon delivery, this will serve as proof that the customer has received the delivered goods in any case externally correct and in a sound and undamaged condition upon delivery.

8.4

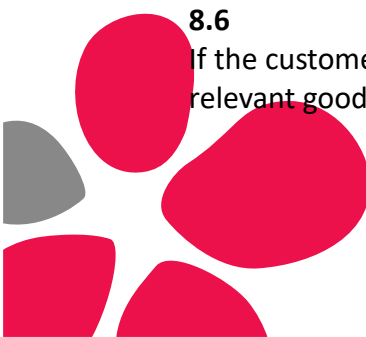
Shortcomings that could not reasonably have been detected within the above period (to be demonstrated by the customer), must be reported in writing by the customer immediately after discovery, but no later than six months after delivery of the goods by Dillewijn.

8.5

If complaints are not communicated to Dillewijn in writing by the customer in a timely manner, then all possible claims of the customer against Dillewijn will lapse.

8.6

If the customer finds any defect, the customer is obliged to immediately cease using the relevant goods. The customer will provide all cooperation desired by Dillewijn for the



investigation of the defect, including by giving Dillewijn the opportunity to conduct an on-site investigation.

8.7

If a complaint concerns part of the delivered goods, this will not give rise to rejection of the entire batch, unless maintenance of the remaining part cannot reasonably be expected of the customer.

8.8

The customer will return the rejected goods to Dillewijn at the expense and risk of the customer (or have them returned) only after the prior written approval of Dillewijn under conditions and modalities to be determined by Dillewijn. Until the moment of receipt by Dillewijn, the goods are held at the customer's risk.

8.9

In the event of a justified complaint, Dillewijn is not obliged to do more than replace the goods where the shortcoming occurs at its expense, or – at Dillewijn's option – to credit the price owed for the relevant goods pro rata.

8.10

The claim period for invoices sent by Dillewijn is 8 (eight) days. If the customer has not protested against the invoice in writing within that period, it will be deemed to correctly represent the underlying transaction from the customer's point of view.

9. Packaging / deposit

9.1

Dillewijn is entitled to charge the customer (separately) a deposit/packaging (for example for so-called pallets).

9.2

In principle, Dillewijn is not obliged to take back the packaging or packaging material of the delivered goods upon delivery. If Dillewijn is obliged to do so, for example by the government, then Dillewijn is entitled to charge all associated costs to the customer.

9.3

Packaging such as roll containers, crates, boxes, pallets, insofar as they are not intended for single use, remain the property of Dillewijn or its supplier. The customer receives these items on loan and is deemed to have received these items in good condition and must therefore keep the packaging in good condition. This also applies if no deposit is charged for the packaging. The customer is obliged to return the packaging in his possession to Dillewijn at his expense and risk at a location to be designated by Dillewijn.

9.4

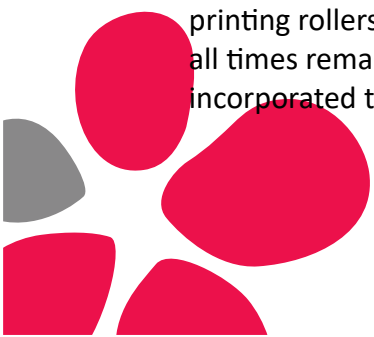
Packaging charged will be credited by Dillewijn after this or the same packaging has been returned to its warehouse undamaged. Dillewijn reserves the right in the event of (slight) damage

to credit a different or no amount other than the charged deposit. This applies without prejudice to Dillewijn's other rights, including the right to full compensation.

10. Intellectual Property

10.1

The intellectual property of designs, drawings, sketches, lithographs, photographs, clichés, printing rollers, cutting dies, tools and the like produced by or on behalf of Dillewijn, shall at all times remain the property of Dillewijn, even if protected works of the customer are incorporated therein. (in the latter case, Dillewijn will not use goods containing the work of



the customer for other customers). The customer receives a right of use free of charge, for the duration of the collaboration, but always for a maximum of twelve months. The item and/or the intellectual property may never be reproduced or be made public or made available to third parties. All of the foregoing also applies if a fee or contribution has been charged to the customer for the goods.

10.2

The customer indemnifies Dillewijn against all consequences of any infringement or any right of itself or of third parties in connection with the above.

11. Tolerances

11.1

Images and specifications, such as sizes, dimensions, weight, colours, packaging units and technical data of the goods to be delivered, provided or otherwise provided or agreed in the context of issuing a quotation or otherwise, are only approximate. Deviations both upwards and downwards are permissible. If a minimum or maximum value has been agreed, then a double deviation upwards or downwards is in any case permitted.

11.2

The following deviations in quantity are also allowed in any case: a. For covers: an under delivery up to 10,000 pieces or overdelivery up to 20,000 pieces; b. For cardboard: an over or under delivery of 15%; c. For paper and foil other than under a and or b: an over or under delivery of 20% with a maximum of 200 kilos. d. For all other products: an over or under delivery of 15%. In the case of deviations, Dillewijn assumes the quantity ordered; invoicing takes place at all times on the basis of the quantity supplied.

11.3

The following deviations in quality are also allowed in any case:

1. Buckets
 - Tensioning the top diameter, reducing the diameter from 100% to 70%.
 - Up to 3 chambers in the collar not fully sprayed.
 - For black buckets made from black recycled material: a color range from anthracite gray to black in both matte and gloss.
2. Weight and thickness. An eight percent tolerance.
3. Gross/net size of covers. Covers are traditionally referred to as a gross size. Unless explicitly stated otherwise by Dillewijn, a gross size is offered. To determine the net size, one should subtract a fictitious block size of five centimeters from the height. The block only serves to keep the covers together and the actual size is therefore kept to a minimum by Dillewijn unless otherwise agreed in writing. Dimensions of covers are stated in the order (gross) height x net width top (measured at the widest point) x net width bottom (measured at the location of the perforation). Unless otherwise agreed in writing the “tail” of the cover is not included in the dimensions. By default, however, the “tail” is not removed.
4. Cardboard/paper. Dimensions of boxes refer to the outer dimensions. The following deviations in format are in any case permissible:
 - paper on rolls: 1% with a minimum of 3mm. Paper on sheets: 1% with a minimum of 5 mm. In both cases both in length and width)
 - Cellophane or plastic film on rolls, 2mm;
 - Cellophane or plastic film bags in unfolded width/length up to 200mm, 2mm. Above 200mm, 4mm



- Paper bags in unfolded width, max 3mm, in bag length max. 5mm;
 - Corrugated cardboard boxes: deviation of + or - 5mm;
 - The permissible deviation from the agreed roll diameter is 3 cm. A limited number of so-called residual rolls may have a smaller diameter.
5. Colour. Slight deviations in color do not entitle to complaints or other actions or remedies. An example of a minor deviation is a PMS color in which the printed color deviates by a maximum of one unit.

12. Termination

12.1

The customer can only dissolve an agreement or order if there is substantial non-compliance with an essential obligation with regard to the relevant agreement or order. In the event of a dissolution, Dillewijn has no obligation to undo. Any fees paid in advance will be refunded by Dillewijn if and insofar as there is no compensation on behalf of Dillewijn.

12.2

In the event of a (imminent) shortcoming on the part of Dillewijn, Dillewijn is entitled to terminate the relevant agreement or order with immediate effect by means of a simple notification. This does not affect Dillewijn's other rights, including the right to compensation or reimbursement of costs.

13. Force majeure

13.1

A party shall not be liable and shall not be required to perform, including any warranty obligations, in the event of circumstances beyond its control, directly or indirectly (force majeure), including, but not limited to; strikes, work stoppages, accidents, epidemic/pandemic, government action or intervention, natural phenomena or influences (floods, etc.), transport problems (both with the supply to Dillewijn and with delivery to the customer), production problems, shortage or absence of raw materials or other matters, acts of war or terrorism, civil or military disturbances, computer or network failures/problems, and all other circumstances as a result of which Dillewijn fails to deliver a performance that is important in connection with the performance to be delivered by Dillewijn, or fails to do so on time or properly. gets.

13.2

If a force majeure situation lasts longer than sixty days, each party has the right to dissolve the agreement in writing, with compensation of the costs incurred and to be incurred by Dillewijn in connection with the relevant order/delivery. In that case, what has already been performed on the basis of the agreement will be settled pro rata, without the parties owing each other anything.

14. Liability

14.1

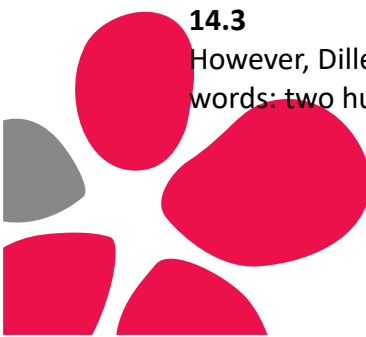
Dillewijn's liability is in all cases (including indemnifications) and regardless of the grounds on which it is based, limited to direct damage.

14.2

The liability is further limited to the amount paid by the customer (ex VAT) for the relevant part of the relevant order/delivery.

14.3

However, Dillewijn's liability is in all cases limited to a maximum amount of € 250,000 (in words: two hundred and fifty thousand euros).



14.4

Dillewijn's liability for indirect damage, consequential damage, such as loss of profit, missed savings, reduced goodwill, loss of data, loss of use of goods or equipment, damage to packaged goods, work interruption, (additional costs of or related to replacement goods or equipment, facilities or services and damage or loss due to business interruption or delays is excluded.

14.5

The legal claim for compensation, or for recovery under these terms and conditions, lapses one year after the customer has protested in this respect.

15. Final Provisions

15.1

If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall be construed as if the invalid or unenforceable provision had not been included; the invalid or unenforceable provision will be deemed to be replaced by a valid and enforceable provision that comes as close as possible to the intention of the Parties with the relevant provision.

15.2

Dillewijn is entitled to change these general terms and conditions in the interim and unilaterally. The amended terms and conditions will then replace the applicable terms and conditions. Where possible, Dillewijn will inform its other party about changed terms and conditions.

15.3

Only Dutch law applies to these General Terms and Conditions, as well as to all orders and agreements and all disputes that may arise from them.

15.4

Applicability of the Vienna Sales Convention 1980 (CISG) is hereby expressly excluded.

15.5

Insofar as not prohibited by mandatory national or international legal rules, all disputes between the parties will in the first instance be submitted exclusively to the competent court in Rotterdam.

