

General Delivery Terms & Conditions Van Dillewijn Group BV as at 6 April 2021.

Article 1 General

Van Dillewijn Verpakkingen B.V., Zwapak B.V., Dillewijn Zwapak B.V. , Dillewijn Alflora., Vaselife International B.V. and any other company affiliated to Van Dillewijn Group B.V (based in Aalsmeer), are hereinafter referred to as "Supplier" in these General Terms and Conditions. In these General Terms and Conditions "Other Party", "Client", "Buyer" or "Customer" means every (legal) person that requests the Supplier to perform a service or supply goods.

Unless explicitly agreed otherwise in writing the following terms and conditions are exclusively applicable to all quotes made by the Supplier and obligations between the Supplier and the Other Party. The applicability of general terms and conditions applied by the Other Party are herewith explicitly rejected.

The Supplier is entitled to make interim changes to these General Terms and Conditions. The amended Terms and Conditions shall in that case replace the Terms and Conditions applicable up to then and shall be applicable as far as possible to existing contracts as soon as the Buyer is offered the reasonable opportunity to take note of the amended Terms and Conditions.

If any clause of these General Terms and Conditions is null and void or becomes null and void then the remainder of the General Terms and Conditions shall remain in force as far as possible and the relevant clause shall be replaced by a clause that reflects the intention of the original clause as much as possible.

Article 2 Offers

All offers have to be confirmed in writing and shall remain valid for a period specified by the Supplier. In the event of such a period lacking the offers from the Supplier shall be without obligation.

Article 3 Contract

Subject to that which is otherwise stipulated in these General Terms and Conditions, a contract shall in any event be formed after the Supplier has accepted an order in writing, has confirmed the order or has performed the order. The order confirmation is deemed to represent the contract correctly and in full.

Article 4 Prices

Prices exclude sales tax.

If, after order acceptance;

1. and after the first printing proof the Client makes author corrections and/or arranges for extra printing proofs to be produced and/or demands changes that result in a different printing procedure (including the printing of multiple colours),
2. the Supplier demonstrates that its purchasing costs have risen by more than 15% as a result of general price increases and/or currency fluctuations,

then the Supplier is entitled to increase its selling price accordingly.

If such a price increase amounts to more than 15% then the Client has the right to terminate, in writing, the contract relating to the element to which the price increase relates. Such termination must take place immediately after notification of the price increase.

Article 5 Cancellation

The Other Party has the right to cancel the contract before the Supplier commences performance of the contract and only if the Other Party pays for the damage suffered by the Supplier as a result of this.

Article 6 Ownership of production resources

1. All production resources such as plates, cylinders, lithographs, negatives, positives, cutting dies, information carriers, software and other graphic materials are part of the printing works inventory and as such are the property of the Supplier, even if they are (partly) charged for.
2. The costs that are paid by the Client for cylinders, print preparation or plates for example, only involve a contribution to the entire print preparation costs. The materials remain the property of the Supplier.
3. The Client cannot demand that these components are handed over to him unless this is agreed otherwise with him in advance by the Supplier in writing.
4. The Supplier is not obliged to store these components after initial production.
5. The etching for gravure is removed from the form cylinder after completion of the printing order unless an arrangement is made with the Buyer for the storage of this cylinder.

6. Paragraphs 1, 2 and 3 of this Article are not applicable to production resources supplied by the Client. These remain the property of the Client.
7. Insofar as the Supplier obtains production resources from suppliers then the relationship in this is that of Client to Supplier (and vice versa).

Article 7 Setting, printing and other proofs

Whether or not on request, the Other Party is obliged to carefully inspect the setting, printing or other proofs that he receives from the Supplier for errors and faults and to return these to the Supplier corrected or approved (unless agreed otherwise in writing) within three working days. Approval by the Other Party is deemed to be acknowledgement that the Supplier has correctly performed and/or has had correctly performed the work prior to the proofs. The Supplier is not liable for anomalies, errors or faults that remain unnoticed in the proofs that are approved or corrected by the Other Party. A proof that is returned unsigned is deemed by the parties to be an approval without changes.

Article 8 Copyright, industrial property right and reproduction right

1. By issuing an order to duplicate or reproduce objects that are protected under the Copyright Act or by any industrial property right, the Client declares that there shall be no infringement of third party copyright or industrial property right. The Client indemnifies the Supplier judicially and extra-judicially against all consequences, both financial and arising from the duplication or reproduction.
2. The copyright of the designs or etchings, drawings, lithographs, photographs, software, models and suchlike that are produced by and/or on the instructions of the Supplier shall remain vested with the Supplier even when the Client has placed an order for these.
3. If no order follows on from a design order, as referred to under paragraph 2, then the design order shall be charged after one month and the duplication and production right shall remain with the Supplier.
4. Copyrights are not included in the costs of the designs.
5. Copyrights and other intellectual and/or industrial property rights are never implicitly transferred to the Client. These rights can only be transferred under a separate explicit agreement.

Article 9 Subcontracting

Some production processes may be sub-contracted from time to time. Procedures will be in place for the effective control of subcontractors and the work undertaken.

Article 10 Deviations

By order the Supplier means one batch in one format, one colour and one quality. Tolerance means the deviation up or down that is permitted.

1. Quantity

Tolerance limits are applicable as regards deviations in quantity between order and delivery, whereby in any event (though not exclusively) the Supplier has performed properly if the deliveries fall within the limits stated below:

Products in the current catalogue that are not provided with an item number;

- a. For sleeves: an under-delivery up to 10,000 pieces or over-delivery of up to 20,000 pieces.
- b. For cardboard: an over-delivery or under-delivery of 15% with a maximum of 500 pieces.
- c. For paper and film other than under a and/or b: an over-delivery or under-delivery of 20% with a maximum of 200 kilos.
- d. For all other products: an over-delivery or under-delivery of 15%.

The Supplier bases this deviation on the quantity ordered; invoicing shall at all times be based on the quantity delivered.

2. Quality

Deviations between offers, samples (or previous deliveries) and deliveries can form no reason to reject the delivery, terminate the contract, suspend payment or demand compensation if the deviation is of minor consequence, whereby the Supplier defines minor consequence as a quality that does not affect the essence of the delivered goods and their practical value and whereby, in any event (though not exclusively) the Supplier has delivered proper performance, provided that the deviations fall within the tolerances referred to below. An average has to be taken from the entire order when assessing whether a delivery is compliant.

- a. **Buckets.**
 - i. Tensioning the top diameter whereby the diameter is reduced from 100% to 70%.
 - ii. Up to a maximum of three chambers in the collar not completely sprayed full.

- iii. For black buckets that are produced from black recycled material: a colour switch from anthracite grey to black in both matt and gloss.
- b. **Weight and thickness.** A tolerance of 8%.
- c. **Gross /net size of sleeves.** Sleeves are traditionally designated using a gross dimension. Unless stated explicitly otherwise by the Supplier a gross size is offered. To determine the net size it is necessary to deduct an imaginary block size of 5 cm from the height. The block only serves to keep the sleeves together and their actual dimensions is therefore kept to a minimum by the Supplier unless agreed otherwise in writing. The dimensions of the sleeves are stated in the sequence of (gross) height x net width on the top (measured at the widest point) x net width at the bottom (measured at the location of the perforation). Unless agreed otherwise in writing the "tail" of the sleeve is not included in the dimensioning. However, the "tail" is not removed as standard.
- d. **Cardboard.** Dimensions of boxes are measured internally and are stated in the sequence of length x width x height. For sheets the first size is the size in the direction of the corrugation peak and the next corrugated trough.
- e. **Dimensioning.** All net dimensions for boxes, sleeves, rolls and sheets: a tolerance of one centimetre. If a roll diameter is agreed the diameter of a number of residual rolls can have a much smaller diameter.
- f. **Colour.** Minor deviations in colour provide no right of complaint. An example of a minor deviation is a PMS colour whereby the printed colour deviates by a maximum of one unit.
- g. **EAN codification.** Except in the event of attributable manufacturing failure, the Supplier is not liable for (un)usability of the code that is applied on the request of the Client.

For other specifications than those (Deviations) referred to in this Article, the deviation permitted in prior deliveries and, if they are lacking, the normal deviations delivered by the Supplier, are permissible.

Article 11 Delivery date

The Supplier shall endeavour to observe the agreed delivery date. The Supplier is not liable for any damage caused by late delivery unless the Client demonstrates that the late delivery was caused by negligence on the part of the Supplier.

In the event that the Client requires more time than the time specified (by the Supplier) to approve a design and/or proof then the Supplier shall specify a new delivery date. In practice, such a delay can result in the agreed delivery date is exceeded by more than the delay. In such a case the Client explicitly waives the right to terminate the contract.

Article 12 Delivery and invoicing

Delivery takes place "Ex warehouse" of the Supplier. The goods are considered to have been delivered at the moment at which the goods are ready for dispatch by the Supplier, are available for the Other Party and the Supplier has notified the Other Party of this.

Invoicing takes place at the moment of delivery unless agreed otherwise in writing.

Article 13 Risk

From the moment of delivery by the Supplier the delivered goods are at the risk of the Other Party. In the event that the Supplier arranges the transport it is the responsibility of the Client to insure the shipment.

Article 14 Transport and storage costs

If, on the request of the Client, the goods are to be transported to a different address then the Supplier shall charge the transport costs to the Client.

If the Client requests transport of the goods at a later moment than the moment agreed in the order confirmation the Supplier shall invoice at the moment agreed in the order confirmation and the Supplier shall also charge the Client 10 euro per pallet per week in storage costs.

Article 15 Complaints

If the Other Party is unable to accept the invoice or the delivered goods then he must notify his objections in writing to the Supplier within eight (8) days after receipt. Such notification must provide a detailed statement of the nature and the grounds of the complaints. Complaints do not suspend the Other Party's payment obligation. Complaints about goods that have been used and/or processed shall no longer be considered by the Supplier, irrespective of the moment at which the complaint is submitted.

Article 16 Liability

In the event of attributable failure or unlawful act on its side, the Supplier accepts a maximum liability for compensation up to the amount of the agreed invoice amount that is charged to the Other Party, excluding sales tax. The Supplier is not liable for loss of profit, consequential loss and non-material damage. The Other Party shall indemnify the Supplier against claims by third parties, including the employees of both the Supplier and the Other Party, which relate to losses/damage referred to in this Article. The Supplier is entitled to re-supply the goods or services instead of paying compensation.

Article 17 Force majeure

1. Force majeure means circumstances that prevent the fulfilment of the commitment and which cannot be attributed to the Supplier. If and insofar as these circumstances make fulfilment impossible or interfere unreasonably with the fulfilment this includes:
 - a. Strikes in companies other than those of the Supplier, unofficial strikes or political strikes in the Suppliers business.
 - b. A general lack of required raw materials and other objects or services required for fulfilling the agreed performance.
 - c. Unforeseeable general transport problems with suppliers or other third parties on which the Supplier relies.
 - d. Major changes to exchange rates, government measures, including import and export bans.
 - e. Abnormal price increases for raw materials and energy.
 - f. Terrorism, war, disaster and suchlike.
2. The Supplier also has the right to invoke force majeure if the circumstances that interfere with (further) fulfilment, occur after the Supplier should have fulfilled its commitment. During the period of force majeure the Supplier's delivery and other obligations shall be suspended.
3. If the period, during which fulfilment of obligations by the Supplier is not possible due to force majeure, lasts longer than two months then both parties are entitled to terminate the contract without there being an obligation to pay compensation in that case.
4. If the Supplier has already fulfilled its obligations or is only able to partly fulfil its obligations when the force majeure occurs then the Supplier is entitled to separately invoice for that which has already been delivered or which can be delivered and the Buyer is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part already delivered or which can be delivered has no independent value.

Article 18 Termination and suspension

1. If the Buyer does not fulfil or fails to fulfil any obligations properly or on time which may arise for him under the contract with the Supplier, as well as in the event of bankruptcy, suspension of payment, closing down, liquidation or winding up other than for the benefit of the restructuring or merger of companies of the Buyer's business, then the Buyer is in default by operation of the law and the Supplier shall have the right, without the need for notice of default or legal intervention, to suspend performance of the relevant contract or to terminate this in full or in part, as it sees fit, without the Supplier therefore being liable for any form of compensation or guarantee and without prejudice to the other rights vested in the Supplier.
2. In all of these cases each claim by the Supplier against the Buyer is / shall be immediately claimable.
3. If the Supplier has the well-founded fear that the Buyer shall be unable to fulfil its obligations under the contract then the Supplier shall have the right, without the need for notice of default or legal intervention, to suspend performance of the relevant contract without the Supplier therefore being liable for any form of compensation or guarantee and without prejudice to the other rights vested in the Supplier.
4. Any impediment on the part of the Buyer, for whatever reason, which results in the contract not proceeding in full or in part, shall not release the Buyer from its obligation to pay the total price stated in the contract.
5. If the contract between the Supplier and the Buyer is terminated on the basis of this Article then the Buyer shall be bound to compensate the Supplier in full, with the minimum compensation being payment of the full demonstrable costs incurred by and loss of profit suffered by the Supplier.
6. The Buyer indemnifies the Supplier against all claims by third parties, including suppliers, which arise from the termination of the contract.
7. Without explicit written permission from the Supplier, the Buyer shall not suspend its payment obligation, nor shall he offset that which he owes against what he may be entitled to claim from the Supplier.

Article 19 Payment and credit

1. Each purchase/sale contract shall be entered into by the Supplier under the resolutive conditions that it is apparent to the Supplier that the Other Party has sufficient creditworthiness.
2. Payment shall be made in cash. Unless agreed otherwise in writing, if it is decided to invoice on account then the invoice shall be paid within 14 days after the date of the invoice.
3. If payment is not made within the payment term the Other Party shall then be in default, without the need for further notice of default.
4. Invoices that are not paid within the specified term shall be deducted / excluded when determining any graduated discounts and annual bonuses.
5. From the day on which it is in default, the Other Party shall owe default interest of 2% per month, whereby a part of the month shall count as a full month.
6. The Other Party is at all times and irrespective of agreed payment terms, obliged on the first request by the Supplier to provide security for payment of the amounts to be paid to the Supplier. The security that is offered shall have to be such that the claim plus any interest and costs that may be owing on it are covered and that the Supplier shall have recourse against it without difficulty. Security that subsequently becomes inadequate shall on the first request of the Supplier have to be supplemented to a level of security that is adequate.
7. The Supplier retains the right to refuse to accept as payment a payment that is anything other than cash or a bank transfer.

Article 20 Retention of title and right of pledge

1. The goods delivered by the Supplier shall remain the property of the Supplier until the Other Party has fulfilled all of its obligations arising under contracts concluded with the Supplier.
2. The goods delivered by the Supplier which fall under the retention of title by virtue of paragraph 1 may only be sold on within the framework of a normal business activity.
3. The Other Party is not entitled to pledge the goods or to attach any other commercial right on the goods. If the Other Party fails to fulfil his obligations or if there is a well-founded fear that he shall not fulfil his obligations then the Supplier shall have the right to remove or have removed from the Other Party or from third parties holding the goods on behalf of the Other Party the delivered goods on which the retention of title referred to in paragraph 1 rests. The Other Party undertakes to provide full assistance for this under penalty of 10% per day of what he owes. If third parties wish to establish or have established any right on the delivered goods that are subject to retention of title then the Other Party undertakes to notify the Supplier of this as quickly as possible.
4. The Other Party undertakes on the first request of the Supplier to insure and keep insured the delivered goods that are subject to retention of title. Such insurance is to cover fire, explosion and water damage and theft and the policy of this insurance shall be submitted to the Supplier for inspection. This shall be with due regard for the following:
 - a) All claims by the Other Party against insurers relating to the goods subject to retention of title are to be pledged to the Supplier in the manner prescribed in Article 3.239 of the Dutch Civil Code.
 - b) The claims that the Other Party obtains against its third parties by selling on the goods supplied by the Supplier and which are subject to retention of title are to be pledged to the Supplier in the manner prescribed in Article 3.239 of the Dutch Civil Code.
 - c) The goods supplied under retention of title are deemed to be the property of the Supplier.
 - d) To provide assistance in other ways in respect of all reasonable measures that the Supplier wishes to take to protect its right of ownership relating to the goods delivered and which do not unreasonably interfere with the normal performance of the Other Party's business.

Article 21 Collection charges

1. If the Supplier has not received the payment on time then in addition to the amount owing and the interest owing on that amount, the Other Party also undertakes to fully compensate for all extra-judicial and judicial collection charges, including the costs of lawyers, bailiffs, collection agencies and other legal advisers. The extra-judicial costs are set at a minimum of 15% of the principal sum, with a minimum of €125.
2. Payments by the Other Party shall first be deducted from the costs of collection, then the interest that is owing and finally from the principal sum and the ongoing interest.
3. If the Other Party has to pay several invoices then the payments shall be applied to these invoices in their due and payable order even if the Other Party states to the contrary.

Article 22 Choice of law, choice of designated court

The contract between the Supplier and the Other Party and the commitments arising under that contract are subject to Dutch law. Disputes between the Supplier and the Other Party shall be brought before the competent court in the Netherlands at the place of establishment of the Supplier unless the Supplier, as the claimant, gives its preference for the court that is competent in respect of the Other Party as the defendant.