

GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

Of Univacco Foils (Holland) BV

registered office and principal place of business at The Netherlands, Waalwijk, at Havenweg 1

1. GENERAL CONDITIONS.

1. Definitions.

1.1 Supplier: Univacco Foils (Holland) BV.

1.2 Client: any other party who makes a verbal or written Agreement with supplier, or asks supplier for a quotation, or is sent a quotation by supplier.

1.3 Goods: all moveable property which is supplied to the client by the supplier, including foils, packaging materials, machines, -installations (combination of several machines), parts of appliances, machines and installations, computer software or advice, including engineering proposals, lay-outs, education, training and other advisory services.

1.4 Agreement: any agreement made by the supplier, such as concerning the supply of goods and/or services, lease agreements, rental agreements, maintenance agreements, etc.

2. APPLIANCE.

2.1 These general conditions apply to all quotations and agreements with regard to the sale and supply of goods, acceptance contract work or the rendering of services by the supplier.

2.2 Any other conditions as handled by the client only apply if not contrary to these general terms and conditions and if specifically confirmed by the supplier in writing. In case of conflict, the conditions in these general terms are binding.

2.3 Agreements, which have been achieved through the agency of representatives/agents of the supplier, are not binding until these have been confirmed by the supplier in writing or after the supplier has started delivery.

3. REALIZATION OF AGREEMENTS.

3.1 All quotations made by the supplier are free of engagement and have been made on the basis of information supplied by the client, who guarantees the correctness of this information.

3.2 Agreements are solely effected by a written confirmation from the supplier which applies to the client's order, or by the supplier sending an invoice which applies to the order.

3.3 All information given by the supplier about specifications or other technical details, is given by the supplier to the best of his knowledge, yet does not bind him.

3.4 If the title supplier refers to several (legal) persons, these persons are severally responsible for fulfilling all obligations of the client following from this agreement.

4. PRICES.

4.1 Every quotation given by the supplier is free of obligations. The supplier holds the right to reverse an offer or quotation as long as this has not been confirmed in writing as mentioned under 3.2.

4.2 Unless specifically confirmed otherwise in writing, the prices applied by the supplier are:

a. based on the purchase prices, wages, labour costs, social security, government costs, freight costs, insurance costs and other costs as applicable at the time of the quotation;

b. based on delivery ex works, ex warehouse or ex other storage depot of the supplier and excluding packaging costs, quality control costs, loading and unloading costs, freight costs, insurance costs, placing and installation costs, training costs, waste disposal fees, environmental taxes and other government taxes;

c. excluding V.A.T., based on the minimum order quantities as applied by the supplier;

d. mentioned in Euros.

4.3 If the purchase price or any other cost price element is increased between the moment of order confirmation and delivery of goods, the supplier holds the right to pass the price increase on to the client. This right also applies to changes in the exchange rate of the Dutch currency compared to the foreign currency, in which the client has bought the goods or services.

4.4 In case of a composite quotation, which is included in an offer and/or tender, there is no obligation for the supplier to supply a part of the goods as included in the quotation against a proportion of the totally offered price.

4.5 Price offers only apply to the products and volumes as mentioned in the quotation, and do not automatically apply to repeat orders.

5. DELIVERY.

5.1 Unless specifically confirmed in writing otherwise, delivery of goods takes place ex works, ex warehouse or ex other storage depot of the supplier, regardless of delivery directly to the client or to a carrier, either appointed by the client or otherwise.

5.2 From the moment of delivery, the goods are at the client's risk. If goods are not taken by the client after the delivery time has expired, they are the client's disposal, stored at his cost and risk. The supplier holds the right to charge storage costs for these goods.

5.3 The supplier holds the right to supply goods and/or services in part deliveries and invoice each part delivery separately.

5.4 The given delivery times only apply as an indication and are never to be regarded as definite. An exceeding of the given delivery times does not under any circumstance give right to compensation from the supplier to the client.

5.5 Exceeding the given delivery times does not give the right to annul the agreement, unless by the demands of reasonableness and fairness of the client it can no longer be expected to maintain the agreement. If the client annuls the agreement, this does not result in any obligation for any compensation from the supplier, as suffered by the client as such.

5.6 before the other party can annul the agreement as mentioned under 5.5, the supplier has to be declared in default for late delivery in writing and has to be granted a period of at least 14 days to fulfil his obligations after all.

6. TRANSPORT.

6.1 The method of transport, shipping, packaging, etc., is defined by the supplier according to his own judgment, if no other indications have been given by the client in writing.

6.2 Shipment of the goods is done at the cost of the client, unless delivery free destination has been agreed.

6.3 Any possible specific request from the client regarding transport or shipment of the goods is only carried out if the client has confirmed in writing to bear the extra costs.

7. CLAIM.

7.1 The client is obliged to inspect the goods supplied or services rendered thoroughly for shortages, damages or shortcomings immediately after delivery of the goods or services rendered and – if any are found – to inform the supplier in writing immediately.

7.2 If the client does not alert the supplier in writing within 15 days after delivery of damages or shortcomings, which could have been detected upon thorough investigation, it is assumed that the client agrees to the state in which the goods have been supplied or the services have been rendered. Consequently all rights to submit claims are lapsed.

7.3 The supplier should be enabled immediately to check any submitted claims.

7.4 Claims do not give the client the right to stop or withhold payment partly or entirely.

8. WARRANTY.

8.1 With regard to goods supplied by the supplier, warranty conditions only apply if and as far as these have specifically been agreed upon in writing. Unless specifically agreed otherwise, warranty conditions from the supplier are restricted to replacing the goods concerned. Warranty claims can never exceed the original invoice value of the goods supplied.

8.2 Goods and services supplied by third parties are supplied in compliance with the applicable manufacturing, importing and wholesale warranty conditions. Warranty conditions solely apply to conditions of normal and intended use.

8.3 All claims on possible warranty are invalidated if the client carries out repairs or modifications to the goods supplied without permission of the supplier.

8.4 All claims on possible warranty are put on hold as long as client does not satisfy his payment obligations. Client is not authorized to hold payment partly or in total, based on the fact that the supplier has not (yet) fulfilled his warranty obligations partly or in full.

8.5 Call out charges and labour costs (including travel expenses) are not covered by warranty and are invoiced to the client by the supplier, unless agreed otherwise.

8.6 In case the supplier is not the manufacturer of the goods supplied, his liability is restricted to the liability as it is accepted by the supplier of these goods.

8.7 The good functioning of the equipment or machinery as old, rented or given on loan by the supplier, is only guaranteed if packaging materials and auxiliary materials are used which have been either supplied or approved by the supplier. The client has the possibility to close a maintenance contract on packaging equipment sold to him. For this purpose a separate agreement is closed with the supplier.

8.8 All warranty claims of the client expire if the client does not use materials on or on behalf of his equipment and machines, which have supplied by the supplier and of which the specifications have been approved in writing.

9. TOLERANCES.

9.1 With regard to the agreed specifications, the variations which are customary in the branch of trade concerned, both round up and down, with regard to acceptable quantities, colours, weights, thicknesses, formats, machine speeds, technical specifications, sizes and such.

9.2 When deciding whether the accepted tolerances of the agreed specifications are exceeded, a representative sample has to be taken at all times and at least 10% of the goods supplied needs to exceed these tolerances.

10. INTELLECTUAL AND INDUSTRIAL PROPERTY.

10.1 All intellectual and industrial rights of property, which apply to the goods supplied or developed by the supplier, such as foils, packaging materials, equipment, machines or installations, internal transport or packaging systems, computer software, as well as drawings, models, matrixes, manuals, etc, rests with the supplier at all times.

10.2 Client specifically guards the supplier against all claims made by third parties for reason of intellectual and industrial property, applying on goods and services, which have been used by the supplier on request of or on indication of the client.

11. PAYMENT.

11.1 Unless agreed otherwise in writing, payment has to be carried out within the term as mentioned on the invoice, at the offices of the bank or the bank or giro account designated by the supplier.

11.2 Payment should at all times be carried out by the client without deduction of discount or other settlement, unless agreed otherwise.

11.3 When exceeding the payment term, the client is legally in default and will therefore be indebted to pay a delay interest rate of 2% per (part of the) month over the outstanding amount.

11.4 All applicable legal and non legal collection costs are at the customer's charge and amount to at least 15% of the outstanding amount, including interest, without prejudice to the supplier's right to demand the actual damages.

11.5 (Too) late payment of an invoice results in all other outstanding invoices to supplier falling due immediately and gives the supplier the right to put fulfilment of the agreement (partial or in full) on hold until the client has met his commitment. At the supplier's choice, the supplier also holds the right to annul the agreement, without prejudice to the supplier's right to compensation of damages with regard to later or non realization of the agreement.

11.6 The supplier holds the right to balance his claims on the client with debts owed by the supplier to the client.

11.7 Payments made by the client serve firstly as payment of all outstanding interest and costs and subsequently as payment of invoices that are outstanding longest, even if the client mentions that the payment relates to an invoice of a later date.

12 RETENTION OF TITLE, RIGHT OF RETENTION AND RIGHT OF PLEDGE.

12.1 All goods supplied by the supplier, as well as the products made of these, remain the property of the supplier until all that is owed to the supplier with regard to goods and/or services supplied has been paid, including interest and costs.

12.2 The supplier holds the right to keep retention of all goods of the client, as well as the products made of these goods, that are required for the delivery of goods, services or otherwise to the client, until the client has made full payment, including interest and costs, of what is owed by the client to the supplier, with regard to any outstanding agreement.

12.3 The client does not have the authority to pledge the goods or grant any other right to them by third parties until payment has been made in full, unless the supplier has been informed of this and has given his consent. If the client does not meet this obligation, the purchase price falls due immediately and in full.

12.4 On the supplier's first request, the client is obliged to provide security for the fulfilment of all commitments in his name towards the supplier.

13. LIABILITY.

13.1 The supplier accepts liability for the damage suffered by the client as a result of accountable failing in fulfilling his agreement, if and in as far as this liability is covered by his insurance, to the amount of the payment made by the insurer, including the policy excess if applicable. The client indemnifies the supplier against third party liability, which surpasses the thus limited damage.

13.2 Without prejudice to the conditions as mentioned elsewhere in these general conditions, the supplier does not accept liability for damages resulting from:

a. an according to article 14 of these conditions not accountable failing in the fulfilment of any obligation resting upon him (Force majeure);

b. inadequate cooperation, supply of information or materials from the client, his subordinate(s) or other third parties, which have been called in by or on behalf of the client for the realization of the agreement.

13.3 If liability of the supplier is established, but the insurer for whatever reason refuses payment, the liability of the supplier is by any means restricted to the invoiced amount.

13.4 The restrictions as mentioned under point 1, 2 and 3 of this article do not apply if the damage is the result of intention or gross negligence of a driver of the supplier.

13.5 The supplier is never liable for damage consisting of loss of profit, stagnation of work, or any other consequential loss of the client. Any consequential loss or sub sequential damage is explicitly excluded.

14. FORCE MAJEURE.

14.1 In view of these general conditions, Force Majeure means conditions which prevent the execution of any agreement resting with a party, but which cannot be ascribed to this party, because the blame does not lie with them, and they cannot be held accountable by law, legal act or the generally applicable traffic rules. Force Majeure from the side of the supplier shall be taken to mean in any case: strike by employees of the supplier, blockade, non-fulfilment by supply companies of the supplier, government measures which temporarily or permanently inhibit fulfilment and for that matter any circumstance which, irrespective of the supplier's intention, makes that fulfilment of the agreement cannot be asked of the supplier in all reasonableness.

14.2 During Force majeure the delivery and other obligations of the party involved that is affected by Force majeure, are put on hold. If the period in which fulfilment of the supplier's obligations is not possible, is longer than 6 months, both parties hold the right to annul the agreement without judicial intervention and without any obligation for compensation in that case.

14.3 If the supplier has already fulfilled his commitments partially when Force majeure sets in, or can only partially fulfill his obligations, he holds the right to invoice the part which has already been supplied, or can be supplied, separately and is the client obliged to pay this invoice as if it was a separate agreement.

15. POSTPONEMENT AND CANCELLATION.

15.1 The supplier holds the right to put fulfilment of the obligations resting on him on hold until the client has paid all payable debts to the supplier.

15.2 The supplier holds the right to annul the agreement out of court by means of a registered letter, if the other party, also after written reminder, in which a reasonable term has been suggested, remains in default with regard to fulfilment of any obligation from any agreement with the supplier.

15.3 The supplier holds the right, without any requirement for reminder or proof of default, to annul the agreement out of court by means of a registered letter, if the client applies for a (temporary) moratorium, third parties or client files his petition in bankruptcy or is declared in state of bankruptcy, the legal rule of debt repayment is requested or declared, the company of the client is liquidated, the client discontinues his present company, a considerable part of the client's capital is attached, which is not released with 14 days, or if the client should be regarded unable to fulfil his obligations otherwise.

15.4 If the client has already received service with regard to the realization of the agreement at the moment of annulment of the agreement as mentioned in article 15.2, this annulment only concerns the part of the agreement, which the supplier has not fulfilled yet. Amounts which the supplier invoices for which he has already supplied or carried out, remain in debt without prejudice to his right of receiving payment and become payable immediately at the moment of annulment.

16. APPLICABLE LAW/ AUTHORIZED COURT/ ELECTED DOMICILE.

16.1 Dutch law applies exclusively to these general conditions, as well as to all offers and agreements to which they apply, partially or in total.

16.2 All disputes arising from the agreements concluded with the supplier are, at the supplier's choice, solely settled by the authorized court at 's-Hertogenbosch, or – at the supplier's choice – by arbitration. In case of arbitration, the rules of the Dutch Arbitration Institute apply.

17. FINAL CLAUSE.

17.1 No deviations of these general terms shall be valid unless agreed in writing.

17.2 Verbal agreements are only binding for the supplier if they have been confirmed by the supplier in writing and by an authorized person.

17.3 If one or more conditions of the general terms are annulled by an authorized Judge, this will not affect the validity of the other and/or remaining part of the general Sales and delivery terms and conditions.

17.4 All sent claims, for which the supplier is held responsible, expire if the client has not been prosecuted judicially within 6 months after the supplier has been reminded and declared in default in writing.

17.5 These general conditions replace all previous general conditions. The last filed version or the version that was valid at the time of the offer or the agreement with the supplier applies at all times.

These general conditions have been filed at the Chamber of Commerce for 's-Hertogenbosch, under registration number <NUMBER>.