

## GENERAL SALES, DELIVERY AND PAYMENT CONDITIONS OF GOPACK B.V.

### ARTICLE 1: GENERAL

The meaning of the following terms in these general conditions is as follows: **Purchaser** and/or **Other Party** and/or **Client** and/or **Buyer**: every Other Party who concludes or has concluded an agreement with GOPACK, or requests an offer or to whom an offer must be sent by GOPACK.

**Goods** and/or **Products** and/or **Items** and/or **Objects**: all objects that may be subject of an agreement with GOPACK.

The terms can be used interchangeably, depending on their specific application.

### ARTICLE 2: PRICES

2.1 If one of the cost-determining factors of a product changes in the period between the date of the offer and the date of delivery, we shall be entitled to change the agreed price accordingly, irrespective of the fact whether the increase in cost price could already have been anticipated at the moment of the offer or confirmation, all with due observance regarding applicable statutory provisions. If the new price differs, the purchaser has the right to dissolve the agreement free of charge. In that case we shall not be obliged to pay any compensation.

### ARTICLE 3: PLACE AND METHOD OF DELIVERY

3.1 The delivery periods stated by us or Other Party shall always apply approximately and shall never be fatal periods. Exceeding such a period does not entitle the purchaser to dissolve the agreement, unless the exceeding of the delivery period is such that purchaser cannot be required anymore to leave the agreement intact according to the requirements of reasonableness and fairness. If purchaser dissolves the agreement, this does not result in any obligation for us to compensate any damage sustained by purchaser in this respect.

3.2 Before Other Party can proceed with dissolving the agreement, as referred to in article 4.1, we shall be declared to be in default in writing in the event of an overdue delivery, and we should be given a period

of at least 14 days to meet our commitments as yet.

### ARTICLE 4: TRANSPORT

4.1 With the exception of those cases whereby the transport of items to our purchasers does not take place by means of our own transport, the General Transport Conditions and/or CMR conditions as applied in the field of transport shall also be applied to the transport.

### ARTICLE 5: RETENTION OF TITLE

5.1 All objects supplied by us shall be our property, as long as the purchaser still has any payment obligation towards us, either by virtue of the retention of title included in this article, or by virtue of a nonpossessory pledge for which Other Party establishes a pledge now for then for us. Other Party shall be authorised to do this and shall not pledge the objects to third parties, neither establish any other rights to these objects. Upon our first request Other Party shall cooperate with complying with the applicable requirements, if necessary.

5.2 Purchaser shall already grant us the right now when the occasion arises to access all those places where our goods are located in order to be able to exercise our rights of ownership.

### ARTICLE 6: CLAIMS

6.1 Purchaser shall inform us about claims by registered mail within 30 days after receipt of the objects, with acknowledgment of receipt, on penalty of lapse of right of recovery.

6.2 Visible shortcomings/failures and/or damage must be announced by purchaser on the waybill or the delivery document.

6.3 If no comments were made with regard to any damaged objects, packaging and/or wrapping on the waybill or receipt when receiving the objects, this shall be considered as full proof that buyer has certainly received the supplied objects in a sound and undamaged condition at the time of delivery.

6.4 The objects to which the complaints refer shall remain available for us for a visit and/or a test in the condition that applied

at the time that the failures were established. Moreover, it shall not be allowed to resell or transport them, unless we have given our explicit written permission. If it is impossible to keep the objects available, the situation with delivery must be recorded through visual material (photo/film).

- 6.5 If the purchaser has submitted a written motivated complaint on time, which meets the content of this provision, we shall have the supplied object(s) inspected by an independent certified test institute, insofar as possible. The result of this test shall be binding upon both parties.
- 6.6 If a complaint with regard to the supplied object is justified, we shall not be obliged to do more than replacing the rejected object at our expense, or (to be decided by us) crediting an amount to the account of Other Party that equals the price of the rejected object that is payable by Other Party.
- 6.7 Every claim of purchaser shall be cancelled after he/she has worked or processed the purchased objects or had them worked or processed.
- 6.8 We shall be discharged from every liability and shall not be obliged to accept and/or examine complaints about failures if purchaser has not strictly observed his payment obligations towards us or has not observed other commitments towards us, and also when purchaser and/or third parties, whether or not by order of purchaser, have introduced any change or carried out any repair with regard to the objects supplied by us without our prior written permission.
- 6.9 Complaints shall not entitle Other Party to suspend its payment obligations or other commitments with regard to us.

#### ARTICLE 7: PAYMENT

- 7.1 Unless agreed otherwise with us in writing, payment shall always take place within 30 days after the invoice date, without any discount or settlement, at our office or by transferring the amount to our bank or postal account stated on the invoice.
- 7.2 The non-fulfilment, overdue or incomplete fulfilment by purchaser regarding his/her payment obligations entitles us to suspend the observance or further observance of the agreement until purchaser has complied with these commitments. We can

also decide to dissolve the agreement, without prejudice to our right to claim compensation in connection with the later implementation or non-implementation of the agreement.

- 7.3 Payments made by purchaser shall first be intended to meet all payable interest and costs and then claimable invoices that are longest overdue, even if Other Party states that the payment refers to a later invoice.

#### ARTICLE 8: FORCE MAJEURE

- 8.1 Force majeure in these general conditions shall be taken to mean, apart from is stated in the law and case law in this respect: all external causes, either anticipated or not anticipated, including strikes in our company, as well as force majeure, suspension of payment and/or bankruptcy of our supplier(s), on which we cannot exert any influence, but as a result of which we are not able to meet our commitments.
- 8.2 In the event of force majeure the implementation of the agreement shall be suspended as long as the situation of force majeure makes it impossible for us to implement the agreement.
- 8.3 In the event of a permanent force majeure we shall be entitled to dissolve the agreement without being obliged to compensate any damage to Other Party.
- 8.4 If the force majeure situation shall last more than one month on our side, Other Party shall be entitled to dissolve the agreement free of charges, however without Other Party being able to claim compensation for the sustained damage.

#### ARTICLE 9: GUARANTEE

- 9.1 In the event that we are not the manufacturer of the objects supplied by us, our liability shall in any case be limited to the liability as accepted by the supplier of those objects.

#### ARTICLE 10: LIABILITY EXCLUSIONS

- 10.1 If we are liable, this liability shall be arranged as follows:
  - for failures in supplied objects the liability applies as laid down in article 6.6 and 9 of these conditions;
  - we shall only be liable if damage is caused through intent or gross negligence by us or our managerial subordinates;

- our liability shall be limited to the amount of the current transaction;
- however, should our liability obligation be too insignificant according to the demands of reasonableness and fairness with regard to compensating the amount of the transaction in relation to the damage sustained by purchaser, our liability shall remain limited to at most 125% of the amount of the current transaction;
- consequential loss shall be explicitly excluded.

10.2 Every further liability shall be explicitly excluded.

10.3 If the consequences of any damage, caused pursuant to this agreement, could have been insured by purchaser, or if these consequences are, normally speaking, insured by purchasers in this branch, we can never be held liable to compensate the sustained damage.

#### ARTICLE 11: PACKAGING UNDER OWN NAME

11.1 Before the printing of packaging material according to a design of purchaser proceeds, a proof shall be submitted to purchaser in advance for assessment. After his/her approval we cannot be held liable in any way whatsoever for the implementation of the printed material, when it does not largely differ from the proof.

11.2 We cannot be held liable for colour differences if the colour used by us is the same as the sample submitted to us by purchaser, or if it is the same as the colour specification made known to us by purchaser.

#### ARTICLE 12: INDUSTRIAL PROPERTY

12.1 All details, drawings, illustrations and overviews in catalogues and price-lists provided by us are copyrighted. An other party shall not be allowed to copy these documents without our explicit permission or to make them available for inspection to third parties.

12.2 The copyright on designs, drawings, sketches, photos, models etc. manufactured by us or on our authority shall always rest with us. They shall never be reproduced or made available to this parties without our permission.

12.3 Our other party shall indemnify us against all consequences of a possible infringement or against any right of third parties when we used a certain illustration, drawing, model or a certain design at the request of our purchaser.

#### ARTICLE 13: PARTIAL NULLITY

13.1 If one provision or some provisions from these general conditions or any part of the underlying agreement should be void or nullified, this shall not affect the content of the provisions, the offers of these general conditions, and/or the underlying agreement shall remain intact.

13.2 In that case parties shall make an arrangement for the void or nullified except that comes closest to the intention that parties had in mind with the underlying agreement or with these general conditions.

#### ARTICLE 14: LAPSE OF CLAIMS AGAINST US

14.1 Claims, for which we have been held liable, shall terminate if purchaser has not taken legal action against us within 12 months after we were summoned in writing and declared to be in default.

#### ARTICLE 15: APPLICABLE LAW

15.1 The Dutch law, with the exclusion of every other legal system, shall apply to all matters regarding these general conditions, this agreement or the implementation of the agreement.

#### ARTICLE 16: DISPUTES

16.1 Disputes, which arise from agreements concluded with us, shall be settled at our discretion by the competent judge in Breda.

#### ARTICLE 17: TRANSLATIONS

17.1 It is possible that these general conditions will be translated. However, the Dutch text shall be binding.

JANUARY 2014