

GENERAL TERMS AND CONDITIONS OF SALE AND PAYMENT OF THE  
NEDERLANDSE VERENIGING VAN GROOTHANDELAREN IN PAPIER EN  
VERPAKKINGSMATERIALEN (NVGP)

ARTICLE 1: GENERAL

**NVGP: Nederlandse Vereniging van  
Groothandelaren in papier en  
verpakkingsmaterialen**

**Us:** the member of the NVGP which acts as  
(selling) party of the first part

**Customer;**

**Other Party;**

**Client;**

**Buyer:** any other party who concludes or has  
concluded a contract with a member  
of the NVGP or requests a quotation, or  
to whom a quotation is sent by the  
member

**Goods;**

**Products;**

**Articles;**

**Items:** all objects which could be the subject of a  
contract with a member of the NVGP. The  
terms are used alternatively according to their  
specific application.

ARTICLE 2: APPLICABILITY

- 2.1 These General Terms and Conditions apply to  
all our offers and all contracts with Us of  
whatever nature and whatever they are  
called.
- 2.2 Departure from these General Terms and  
Conditions shall only be possible if we state or  
acknowledge this expressly in writing.
- 2.3 Other general terms and conditions, such as  
the other party's terms and conditions of  
purchase, in so far as they do not correspond  
to these General Terms and Conditions, shall  
be applicable only if we have confirmed this  
expressly in a separate document.
- 2.4 These General Terms and Conditions shall also  
apply for the benefit of our staff and auxiliary  
workers who are involved in the performance  
of the contract, as well as to third  
parties by whom we allow the contract to be  
performed wholly or in part.
- 2.5 The Other Party accepts the applicability of  
these General Terms and Conditions as well

In the general terms and conditions below, the  
following terms mean:

and unconditionally to all future contracts and  
offers for contracts.

ARTICLE 3: QUOTATIONS

- 3.1 All quotations are free of obligation, unless a  
period for acceptance has been set.  
Nevertheless, we shall have the right to  
withdraw our quotation, as long as the other  
party has not yet accepted the offer.
- 3.2 An aggregate price quotation included in an  
offer shall not create an obligation for Us to  
deliver part of the goods included in the offer  
at an proportional part of the total price  
quoted.
- 3.3 Offers shall relate only to the quantities and  
products mentioned in the quotation and shall  
not automatically apply to reorders.
- 3.4 Illustrations, sizes, weights, colours, technical  
data and suchlike in brochures, quotations and  
contracts should be understood as such that  
the other party must take account of minor  
deviations which do not exceed the boundaries  
of what is normal (see also articles 8 and 22).

ARTICLE 4: CONCLUSION OF CONTRACTS AND  
CONFIRMATION

- 4.1 If and in so far as we have set a period for  
acceptance, a contract shall be concluded  
through full, written and unconditional  
acceptance of the quotation by the other party  
within the term fixed.
- 4.2 In all other cases a contract shall only be  
concluded through written confirmation of the  
order on our part or through delivery by Us. In  
the latter case, the invoice from Us shall be  
considered as written confirmation of the  
order.
- 4.3 Contracts which are concluded through the  
intermediary services of our  
representatives/agents shall not be binding on  
Us until they have been conformed in writing  
by Us, or we have proceeded to make delivery.

## ARTICLE 5: CANCELLATION

- 5.1 Cancellation of the contract (order) by the other party shall not be possible without explicit written consent from Us. The request for cancellation must be made to Us in writing.
- 5.2 If the request for cancellation is accepted by Us, we shall be entitled to attach conditions to such consent.

## ARTICLE 6: DISSOLUTION

- 6.1 If the Other Party should fail to comply with its obligations under a contract concluded with Us, or should fail to comply in good time, as well as in case of late payment of amounts that can be claimed, interruption of payment, application for suspension of payment, application for insolvency, application of a debt rescheduling scheme or placement of the Other Party in receivership or in the event of liquidation of the Other Party's business, we shall be entitled to dissolve the contract as well as other contracts between Us and the Other Party as yet unperformed, without notice of default and/or judicial intervention, wholly or in part, and to claim damages.

## ARTICLE 7: PRICES

- 7.1 Unless explicitly stated otherwise, quoted or agreed prices in Euros shall apply. If prices are quoted in foreign currency and the equivalent value is stated in Euros, this equivalent value shall only apply by approximation.
- 7.2 Unless explicitly stated otherwise, our prices shall apply:
- exclusive of BTW (Dutch VAT);
  - on the basis of minimum quantities applied by Us;
  - ex warehouse;
  - exclusive of import and export duties, as well as any other government levy;
  - exclusive of costs of transport, storage and transshipment (exclusive of fuel surcharge and toll)
  - exclusive of insurance costs;
  - exclusive of disposal levy;
  - exclusive of environmental levies or environmental surcharges imposed now or in the future by the government;
  - exclusive of costs of quality checks.
- 7.3 If one of the cost-determining factors of a product should change in the period between the offer date and the delivery date, we shall have the right to adjust the agreed price accordingly, whether or not the cost-price

increase was foreseeable at the time of the offer or confirmation, all this with due observance of the relevant, applicable legal rules and regulations. Should the new price deviate by more than 5% from the agreed price, the Customer shall have the right to dissolve the contract free of charge. In that case, we shall not be obliged to pay any damages.

- 7.4 Price changes resulting from exchange rate fluctuations and changes in the exchange rates between the Euro and other currency, when any payment for delivery has to be made in currency other than the Euro, shall be for the Customer's account, in so far as these changes deviate by more than 5 % from the exchange rate as it applied on the date of confirmation of the contract.

## ARTICLE 8: QUANTITIES/DIMENSIONS

- 8.1 The quantities ordered by another party shall be adjusted by Us automatically to the minimum quantities/packaging units applied by Us.
- 8.2 The quantities stated in the contract shall be indicated as accurately as possible by us, whereby we shall be allowed to deviate from the indicated or agreed quantity. The degree of deviation is regulated in Article 22 of these General Terms and Conditions.
- 8.3 We shall state the delivered quantities on the delivery document.
- 8.4 If the Customer does not notify Us in writing of any objection to the delivery document within 24 hours at most of its receipt, the quantity stated on the delivery document shall be deemed to indicate the delivered goods correctly.
- 8.5 We explicitly reserve the right to change non-essential details regarding the Items to be delivered by Us without prior notice.
- 8.6 Unless explicitly indicated otherwise, all dimensions indicated by Us shall apply by approximation. If the dimensions have been provided by the Other Party, we shall not bear any responsibility for this.
- 8.7 Changes made by the Other Party to indicated dimensions after conclusion of the contract shall entail that any related costs can be charged by Us to the Other Party.

## ARTICLE 9: PLACE AND MANNER OF DELIVERY

- 9.1 The agreed delivery time shall start to run on the day on which the written order confirmation is dated, or (failing a written

- order confirmation) on the day on which the Other Party addresses Us in writing for the first time for delivery on a specific date. The delivery time shall not start to run, however, until the Other Party has provided Us with all information, documents, any required permits and materials to be treated which are necessary for the performance of the contract.
- 9.2 The delivery times indicated by Us shall always apply by approximation and shall never be deadlines. Exceeding of such a period shall not give the Customer the right to dissolve the contract unless the period has been exceeded to such an extent that the Customer can no longer be required to continue the contract according to the criteria of reasonableness and fairness. If the Customer dissolves the contract, this shall not give rise to any obligation for Us to compensate any loss incurred by the Customer in the matter.
- 9.3 Before the Other Party can dissolve the contract, as referred to in clause 9.2, in the event of late payment, we must be put in default in writing and given a period of at least 14 days yet to comply with our obligations.
- 9.4 The place of delivery is our warehouse at the location of our (main) branch.
- 9.5 Each partial delivery shall be considered and treated as a separate delivery, with all related legal consequences.
- 9.6 If the Customer notifies Us before delivery that it wishes to take delivery at a place other than the agreed place, we shall comply with this in so far as such can reasonably be required of us. If complying with this request entails additional costs, the Customer must compensate Us for these additional costs. If we comply with the Customer's request, the provisions of Article 10 of these Terms and Conditions shall apply mutatis mutandis.
- 9.7 The Customer must see to it that any customs documents are returned in a timely manner to the responsible authorities, failing which the additional costs involved in this shall be payable by the Customer.

#### ARTICLE 10: TRANSPORT

- 10.1 If we take care of certain matters for the transport of Items intended for the Customer, this shall take place at the expense and risk of the Customer in a manner to be determined by us.

- 10.2 Except for the cases in which the articles are not transported to our Customers by our own means of transport, the General Transport Terms or the CMR terms as applied in the transport world shall be applicable to the transport.
- 10.3 Unless our own means of transport are used for the transport, the Goods shall not be insured during transport. The Customer must provide for this itself.
- 10.4 If delivery should prove impossible at the place indicated by the Customer, the additional costs incurred in connection with this shall be payable by the Customer.
- 10.5 Delivery shall always be made next to the vehicle that delivers the articles. The Customer must take delivery of the articles there. The customer, together with us, shall bear responsibility for the unloading of the Goods. Should the Customer fail to do so, the additional costs incurred by Us shall be for its account.

#### ARTICLE 11: PACKING MATERIALS AND USED PACKAGING MATERIALS

- 11.1 Unless explicitly stated otherwise by us, the packing materials shall be included in the price of our articles. In this case, packing materials do not mean the commercial packaging. We do not charge a deposit on packing materials unless we are required by the government to do so, or this has been explicitly stated by Us.
- 11.2 If our Goods are delivered on so-called Europallets or on pallets which are part of a pallet pool, we shall charge these pallets as packing materials, unless upon delivery identical, undamaged pallets are given in return.
- 11.3 If we are required by our Customer or by the government to take back packing materials or packaging materials delivered and used by Us upon delivery, the costs involved in this, including any costs of destruction, shall be payable by the Customer.
- 11.4 Packing materials, such as rolling containers, crates, boxes, pallets and the like, in so far as they are not intended to be used once only, shall remain our property. The Customer shall remain liable for the packing materials sent to it, even if no deposit is charged on them. The Customer must return the empty return packing materials to Us as soon as possible at the Customer's own expense, unless explicitly agreed otherwise.

11.5 Packing materials which have been charged (deposit), shall be credited by Us after these packing materials have returned undamaged to our warehouse. In the event of minor damage, we reserve the right to credit less than the deposit charged. In the event of major damage, we shall not credit any amount and the packing materials will be at the Customer's disposal, regarding which we will notify the Customer.

#### ARTICLE 12: STORAGE

12.1 If Items bought/ordered by the Customer cannot be delivered by Us at the agreed time, we shall store these items at the Customer's expense and risk. The costs involved in this shall be payable by the Customer.

12.2 We may agree with the Other Party that the articles sold to or ordered by it can be stored in our warehouse. The starting point in this regard shall always be that we are entitled to invoice the stored articles immediately and in full. The Other Party will be able to dispose of these articles on call.

12.3 If the Other Party makes use of this possibility, a separate on-call order contract can be concluded.

#### ARTICLE 13: RETENTION OF TITLE

13.1 All Items on the Customer's premises which come from Us shall remain our property as long as the Customer has any payment obligations vis-à-vis us, either by virtue of the retention of title included in this article, or on the basis of a non-possessory pledge, for which purpose the Customer establishes a right of pledge for our benefit now for then.

13.2 All Items delivered by Us shall remain our property until the Customer has complied with all obligations under contracts concluded with us.

13.3 The Customer shall not be entitled to alienate or encumber the items delivered in any way before payment has been made for them in full, unless we have been informed of this in advance and have agreed to it. Should the Customer fail to comply with this obligation, the purchase price shall then be immediately due and payable in full.

13.4 The Customer must bring the contents of this retention of title to the attention of the party to which it will give the goods delivered by us, whether or not as security, in undisclosed pledge.

13.5 The Customer grants Us the right now for then in particular cases to enter those places where our Goods are located in order to exercise our rights of retention of title.

#### ARTICLE 14: COMPLAINTS

14.1 The Customer must inspect the Items purchased or have them inspected upon delivery or as soon as possible afterwards. In doing so, the Customer must check in particular whether the Items delivered comply with the contract, namely:

- whether the correct items have been delivered;
- whether the quantity of the Items delivered complies with what was agreed;
- whether the Items delivered meet the quality requirements or, failing these, the requirements that can be set for normal use and/or trade purposes.

14.2 The Customer must notify Us of complaints, with due observance of the provisions of clause 8.4, within 8 days of receipt of the items, in writing and by registered post with recorded delivery.

14.3 Visible shortfalls/defects and/or damage must be noted by the Customer on the waybill or delivery document.

14.4 If no comment was made on the waybill or receipt regard any damaged Items, packaging and/or packing materials when delivery was taken of the Items, this shall count as full proof that the buyer took delivery of the Items in a sound and undamaged condition, in any case externally.

14.5 The mere fact that a complaint is investigated shall not automatically imply that we acknowledge any liability in the matter.

14.6 A complaint must at least contain a thorough and accurate description of the defect as well as a statement of further information from which it can be concluded that the delivered Items and those rejected by the Customer are identical.

14.7 The Items to which the complaint relates must remain available to Us for inspection and/or testing in the condition in which they were at the time the defects were discovered, and may not be sold on unless we have given explicit written permission to do so. If it is impossible to keep the Items available, the situation upon delivery must be recorded on image material (photo/film).

14.8 If the complaints relate to part of the Items delivered, that cannot be a reason to reject the

entire batch, unless the batch delivered cannot reasonably be considered as usable in such a case.

- 14.9 If the Customer has submitted a written, substantiated complaint in good time, which meets the provisions included in this clause, we shall have the Item/Items delivered tested as far as possible by a research department of the Netherlands Packaging Center in Gouda. The results of this test shall be binding on both parties.
- 14.10 If a complaint about a delivered Item is justified, we shall not be required to do more than replace the rejected Item at our own expense, or (at our discretion) to credit the Other Party for an amount equal to the price owed by the Other Party for the rejected Item.
- 14.11 In case of total replacement or reimbursement of Items, account shall be taken of the parts of them already used.
- 14.12 The Customer shall return the rejected Product to Us following our prior written permission and under conditions to be determined by us.
- 14.13 Any claim of the Customer shall extinguish after the Customer has put the rejected Product to use, processed or treated it, printed or cut it, or allowed it to be put to use, processed or treated, printed or cut, or has delivered it on to third parties, unless the Customer demonstrates that it was not reasonably able to notify Us of its complaint at an earlier stage.
- 14.14 The period for complaints about invoices sent by Us is *8 days*. If no written protest is made against the invoice within that period, it shall be deemed to be a correct representation of the underlying transaction with Us.
- 14.15 After the expiry of the periods referred to in this article, the Customer shall be deemed to have approved the delivery or invoice. In that case, complaints shall no longer be handled by Us.
- 14.16 We shall be released from any and all liability and not bound to accept and/or investigate complaints about defects if the Customer has not complied promptly with its payment obligations or other obligations vis-à-vis Us, nor in the event that the Customer and/or third parties, whether or not on the Customer's instruction, have made any changes to or repaired any Items delivered by us without our prior written permission.

- 14.17 Complaints shall not give the Other Party the right to suspend payment obligations or other existing obligations vis-à-vis Us.

#### ARTICLE 15: PAYMENT

- 15.1 Items picked up at our showroom or warehouse must be paid for in cash, unless explicitly agreed otherwise with the Buyer.
- 15.2 Payment must always be made within 8 days of the invoice date, without any discount or setoff, at our offices or by transfer to the bank or postal giro account indicated on the invoice.
- 15.3 In performing the contract, we shall always be entitled to decide to deliver Goods cash on delivery only, or to require payment in advance.
- 15.4 If the Other Party does not pay within the stipulated period, it shall be deemed to be in default by operation of law, without any warning or notice of default being required.
- 15.5 From that time, so-called statutory commercial interest shall be due within the meaning of Sections 119a and 120, second paragraph, of Book 6 of the Dutch Civil Code (*Burgerlijk Wetboek*), as well as judicial and extrajudicial costs incurred to claim performance, dissolution and/or damages, which shall be at the Other Party's expense, except in so far as judgment is given against Us in a final and conclusive court judgment given on the matter at hand.
- 15.6 The extrajudicial collection costs shall be deemed to be at least 15% of the amount still due, with a minimum of 250 Euros.
- 15.7 Non-compliance, late or incomplete compliance by the Customer with its payment obligations shall give Us the right to suspend performance or further performance of the contract on our part until the Customer has complied with these obligations. At our discretion, we shall also have the right to dissolve the contract, without prejudice to our right to damages in relation to the later or non-performance of the contract.
- 15.8 Payments made by the Customer shall first serve to pay all interest and costs due and subsequently due and payable invoices which have been outstanding for the longest time, even if the Other Party states that the payment refers to a later invoice.

#### ARTICLE 16: FORCE MAJEURE

- 16.1 In these General Terms and Conditions, force majeure shall mean, in addition to what is included in law and case law, all external

causes, foreseen or unforeseen, which are beyond our control, but which prevent Us from complying with our obligations, including strike actions in our company.

- 16.2 In case of force majeure, the performance of the contract shall be suspended as long as the force majeure situation makes it impossible for Us to perform the contract.
- 16.3 In the event of permanent force majeure, we shall be entitled to dissolve the contract without being required to compensate any loss.
- 16.4 If the force majeure situation on our part has lasted longer than one month, the Other Party shall then have the right to dissolve the contract free of charge, however without being entitled to any claims on its part for compensation of loss incurred.

#### ARTICLE 17: WARRANTY

- 17.1 With due observance of the limitations referred to in these General Terms and Conditions, we warrant the soundness of the Items delivered by us, provided all our instructions relating to the use of these Items have been followed strictly. Items as referred to in this article also include packing machines and/or devices.
- 17.2 The warranty on packing machines and/or devices shall take effect on the date of delivery of those Items. The warranty period shall expire 6 months afterwards.
- 17.3 We shall accept liability only for defects which the Customer can demonstrate to have occurred before or within the warranty period, exclusively or predominantly as a direct consequence of wrong manufacture or wrong treatment chosen by us, or as a consequence of faulty materials used by Us. If the defect is the consequence of any other cause, we shall not be liable.
- 17.4 Call-out charges and wages (incl. travel expenses) are not covered by the warranty and are charged by Us to the Customer.
- 17.5 This warranty does not cover defects which are wholly or partially caused by raw materials, materials or structures chosen by the Customer or mandatorily imposed on Us by any third party, or as a result of government regulations.
- 17.6 We warrant the usability of Items delivered by Us with normal use (in the segment). With an abnormally high frequency of use, the warranty shall therefore lapse. The warranty shall Lapse as well if the Articles are used for

any purpose other than that for which they are customarily delivered.

- 17.7 The warranty does not cover consequences of specific development risks of newly developed Items.
- 17.8 If we are liable on the basis of a warranty, this liability shall be limited to replacement of the faulty Articles or refund of the amount invoiced for these faulty Articles, such at our discretion. The replacement of Articles shall be limited to redelivery exclusive of freight charges. In the event of replacement, a new warranty shall be issued for the replacement Items, which warranty shall take effect on the date of delivery of the replacement Items.
- 17.9 We shall not be bound by any warranty:
- if the Customer fails to comply in good time or completely with its obligations under this contract or under any other contract with Us;
  - if, in case we are not the producer of the Articles delivered by Us, the Customer has received a warranty from the manufacturer, either directly or through Us.
- 17.10 In case we are not the manufacturer of the Items delivered by Us, our liability shall be limited to the liability as accepted by the supplier of those Items.

#### ARTICLE 18: EXCLUSIONS OF LIABILITY

- 18.1 If we are liable, this liability shall be regulated as follows:
- for defects in Items delivered, liability shall apply as set out in Article 17 of these Terms and Conditions;
  - we shall only be liable if a loss is caused by intentional acts or omissions or gross negligence on the part of Us or our supervisory subordinates;
  - our liability shall also be limited to the amount of the transaction in question;
  - if however, according to the criteria of reasonableness and fairness, our liability to compensate the amount of the transaction should be too little in proportion to the loss incurred by the Customer, our liability shall then be limited to a maximum of 125 % of the amount of the transaction in question;
  - consequential loss is explicitly excluded in so far as it exceeds an amount for which we are liable on the basis of the foregoing.
- 18.2 Any further liability is explicitly excluded.
- 18.3 If the consequences of any loss incurred on the basis of this contract could have been insured

by the Customer, or is normally incurred by customers in the relevant sector, we can never be held liable to compensate the loss incurred.

18.4 Except in the event of a wilful actor or omission or gross negligence on our part, we shall never be liable for costs, losses and interest which are the direct or indirect consequence of:

- infringement of patents, licences, copyrights or other rights of third parties as a consequence of the use of information provided to Us by or on behalf of the Customer;
- negligence of our employees or persons used by Us in the performance of the contract.

18.5 Designs/models, illustrations, tools, drawings, descriptions, software and all other information made available to Us by the Customer shall remain at the Customer's expense and risk, and shall be returned to the Customer upon its first written request, also at its expense and risk.

18.6 We shall not be liable for:

- a. a (wrong) assembly by third parties and/or incorrect use and/or incorrect processing of Items delivered by Us;
- b. failure by the Customer to obtain the required permits;
- c. the suffering of injuries during assembly or use, unless the injury is the consequence of a defective Item delivered by Us;
- d. the lack and/or unsuitability of the necessary facilities;
- e. insufficient anchoring.

#### ARTICLE 19: SOFTWARE

19.1 If we deliver or make software available to our Customer, the copyright therein shall remain applicable. The copying of the programs shall not be allowed without our explicit permission or the permission of our supplier. The Customer explicitly indemnifies Us for any and all losses that might arise or any and all claims that might be enforced against Us on the basis of illegal use of software.

19.2 If the software delivered by Us is modified and/or expanded without our explicit permission, any warranty shall lapse automatically.

19.3 Opening switch or operation boxes without our permission could render the software installed

by Us unusable. If such is the case, any warranty shall lapse automatically.

#### ARTICLE 20: PACKAGING UNDER OWN NAME

20.1 If such is agreed, we can print packaging materials according to the Customer's design.

20.2 If the Customer so desires and we have agreed this with the customer, we can store packaging materials printed in this way in our warehouse for the Customer on an on-call basis. If use is made of this possibility, a separate on-call contract can be concluded.

20.3 Before packaging materials are printed according to the Customer's design, a printer's proof shall be presented to the Customer for assessment. After approval by the Customer, we cannot be held liable in any way for the execution of the printed material, if it does not deviate to a significant extent from the printer's proof.

20.4 The provisions included in these General Terms and Conditions shall apply to the manner of execution and deviations in material and/or colour.

20.5 We cannot be held liable for colour deviations if the colour used by Us is the same as the sample handed over to Us by the Customer or the colour number made known to Us by the Customer.

20.6 We shall have the right to charge all costs related to the printing of packaging materials according to the Customer's design, such as design drawings, plates and pressure rollers in full. We shall invoice these costs immediately after the printed matter is ready, despite the fact that the printed packaging material may be purchased on call and can consequently be invoiced in partial deliveries as well. Payment must be made within the applicable period.

20.7 All design drawings, plates, pressure rollers and suchlike made by Us or on our instruction, whether or not at the request of our Customer, even if they have been or will be charged fully or partially to the Customer, shall remain our property.

20.8 If an order is not made after a quotation is requested, the costs of a design made for this and any plates already made can be charged by Us to the Other Party within 3 months of the date of the quotation. The Other Party must pay these costs.

20.9 Plates used by or on the instruction of our Customer shall be deemed as approved.

## ARTICLE 21 : INDUSTRIAL PROPERTY

- 21.1 All information, drawings, illustrations and overviews in catalogues and official lists are protected by copyright. The Other Party shall not be permitted to copy these documents or disclose them to third parties without our explicit permission.
- 21.2 The copyright in designs, drawings, sketches, lithos, photos, software, models, stamps, punch forms, plates, patterns etc. made by Us or on our instruction shall be vested in Us at all times. They may never be reproduced or made available to third parties without our permission.
- 21.3 Our Other Party indemnifies Us for all consequences of any infringement of any third-party right if we use a certain image, drawing, model or design at the request of our Customer.
- 21.4 If the Customer makes raw materials, auxiliary materials, ingredients or printed matter available to Us to be processed in Items purchased from Us by the Customer, the Customer shall indemnify Us explicitly against possible claims of third parties based on infringement of copyrights and rights arising from patents, trademarks or designs/models.

## ARTICLE 22: TOLERANCES

- 22.1 With respect to the agreed specifications, the deviations included below, both upwards and downwards, shall be permissible. For the purpose of assessment, the average of the total of the quantity delivered in one type, quality, colour and construction shall serve as a criterion. For specifications other than those mentioned below, the deviations permissible for previous deliveries and, failing those, the customary deviations shall be permissible. If a minimum or maximum value has been agreed, a double deviation upwards or downwards shall be permitted.
- 22.2 Regarding quantity, we shall be deemed to have performed properly if deviations in quantities do not amount to more than

### **For paper goods:**

- 20% above or below the indicated quantity for orders up to 250 kg;
- 10% above or below the indicated quantity for orders from 250 to 5000 kg;
- 5% above or below the indicated quantity for orders above 5000 kg.

### **For plastics or laminates:**

- 30% above or below the indicated quantity for orders with a net weight of up to 500 kg;
- 20% above or below the indicated quantity for orders of 500 to 1000 kg;
- 10% above or below the indicated quantity for orders above 1000 kg.

### **For cardboard:**

- 20% above or below the indicated quantity for orders of less than 500 kg;
- 10% above or below the indicated quantity for orders between 500 and 10,000 kg;
- 5% above or below the indicated quantity for orders above 10,000 kg.

### **For all other Products:**

- 30% above or below the indicated quantity for orders with a net weight of up to 500 kg;
- 20% above or below the indicated quantity for orders with a net weight of 500 to 1000 kg;
- 10% above or below the indicated quantity for orders with a net weight of 1000 to 5000 kg;
- 5% above or below the indicated quantity for orders with a net weight above 5000 kg.

For each order, one batch in one size and quality is meant. Invoicing shall take place on the basis of the actual quantity delivered.

- 22.3 Regarding materials, we shall be deemed to have performed properly if the deviations in quality, colour, hardness, glaze, thickness etc. can be considered as minor. In assessing whether a delivery has exceeded the permissible limits, an average from the total batch delivered must be rejected. Deviations in the colour of cardboard or coverings shall not give a right to complain.
- 22.4 If a packaging range has been composed of different base materials, we shall not guarantee any unity of colour.
- 22.5 Regarding gram weights, the permissible deviation in agreed gram weight for paper is:
- up to 39 grams/m<sup>2</sup> 8%
  - 40 to 59 grams/m<sup>2</sup> 5%
  - 60 or more grams/m<sup>2</sup> 4% and for cardboard:
    - up to 500 grams/m<sup>2</sup> 5%
    - from 500 grams/m<sup>2</sup> 8%.

22.6 Regarding the thickness, the permissible deviation of single measurement with respect to the agreed thickness amounts to the following percentages for:

- plastic film or laminates up to 40 µm 20%
- plastic film or laminates above 40 µm 15%
- aluminium foil (whether or not as a component of another product) 10%
- other materials or combinations 15%

22.7 Regarding the size, the permissible deviation from the agreed size amounts to the following percentages for:

- paper on rolls 1% with a minimum of 3 mm
- paper on sheets 1% with a minimum of 5 mm (in length and width)
- plastic film on rolls up to 199 mm wide 5 mm
- plastic film on rolls of 200 mm and wider 2½%
- plastic film Items in developed width 10%
- plastic film Items in developed length 10%.

The permissible deviation in the agreed roll diameter is 3 cm. A limited number of so-called remainder rolls may have a smaller diameter.

#### ARTICLE 23: PARTIAL NULLITY

23.1 If one of the clauses or part of a clause of these General Terms and Conditions or any part of the underlying contract should be null and void or nullified, this shall not, for the rest, affect the contents of the clause or the clauses of these General Terms and Conditions, or the underlying contract shall remain in effect.

23.2 The parties shall then make an arrangement for the null and void or nullified passage which most closely approaches the intention the parties had in mind for the underlying contract or these General Terms and Conditions.

#### ARTICLE 24: SCOPE OF PROTECTIVE PROVISIONS

24.1 All agents, representatives, employees or others who have received an assignment from Us, or who have been appointed or employed by Us, shall each have the same protection for him/herself and be entitled to the same exclusions, exemptions and limitations of liability as will apply to Us ourselves under these General Terms and Conditions or under any contract concluded with Us.

#### ARTICLE 25: LAPSE OF CLAIMS AGAINST US

25.1 Claims for which we have been held liable, shall Lapse if the Customer has not taken Us to court within 6 months after we have been warned and put in default in writing.

#### ARTICLE 26: COPYRIGHTS

26.1 These General Terms and Conditions are published by the Nederlandse Vereniging van Groothandelaren in Papier en Verpakkingsmaterialen (Association of Dutch Wholesalers in Paper and Packaging Materials). The copyrights are also vested in the Association. Nothing from this publication may be reproduced and/or disclosed by means of printing, photocopy, microfilm or in any other way, without prior written permission from the publisher. Only members of the Nederlandse Vereniging van Groothandelaren in Papier en Verpakkingsmaterialen are allowed to use these Terms and Conditions. This permission shall Lapse automatically upon termination of membership. If these Terms and Conditions are used without prior permission, pursuant to the provisions of the Copyright (*Auteurswet*), damages in the amount of 5000 Euro per violation shall be due.

#### ARTICLE 27: PACKAGING MACHINES AND DEVICES

27.1 The provisions of these General Terms and Conditions shall apply fully to the delivery of packaging machines and devices, in so far as they do not depart from this provision.

27.2 Packaging machines and devices will be delivered at the address indicated by the Customer, next to the means of transport which delivered the Articles. If installation is possible on the ground floor and no auxiliary means of third parties are needed, installation shall take place free of charge. Installation must, however be possible within 30 minutes after the Goods have been unloaded next to the means of transport. If this time limit is exceeded, we shall be entitled to charge the Customer for this on the basis of the customary hourly rates, rounded off to a half hour or part thereof. If we have to engage auxiliary means of third parties to carry out the installation, as well as in the event of vertical transport, the costs involved in this shall be payable by the Customer.

27.3 Without prejudice to the provisions of clause 7.2 our prices shall apply:

- exclusive of installation;

- exclusive of instruction;
  - exclusive of lifting and hoisting gear;
  - exclusive of refurbishment costs that prove to be necessary.
- 27.4 If lifting and hoisting gear is used or if we or others on our behalf take care of this in a different way, or are assisted in the hoisting of the machine, this shall take place completely at the expense and risk of the Customer.
- 27.5 The Customer must see to it that all necessary facilities, of whatever nature or name, are available at the place where the machine or device in question has to be installed. Air and water supplies must be available if necessary within one metre from the machine or device in question. We have provided machines and/or the devices in question that need electric power with plugs. For machines that need so-called three-phase power, the Customer must inform Us in advance of the type of plug. The Customer must take account of the fact that the desired power of a machine can be so high that special electrical switching facilities are necessary. As far as possible, we shall inform the Customer of this prior to installation.
- 27.6 The installation of machines and/or devices shall be completed after a proof run has been successful. If proof runs are not possible owing to any cause imputable to the Customer, the installation shall be completed after the machine or device has been installed by Us and is ready for production.
- 27.7 Problems with respect to the installation shall never release the Customer from complying in full with its payment obligations vis-à-vis Us.
- 27.8 The Customer must sign a completion statement. If the Customer refuses to do so, this refusal shall be considered as an acceptance of completion.
- 27.9 Packaging machines and/or devices can never be protected to such an extent that (all) moving parts cannot be reached by hand from the outside. This is inherent in packaging. Regarding the safety of our products, we have taken the maximum possible safety requirements into consideration. The operator of the machine or device must never place his hands in the machine part when it is in operation. The machine and/or device is constructed in such a way that this is not necessary. If during the Customer's production process, an article to be packaged should get stuck in the machine or device, or should the input of packaging material and/or

adhesive tape and/or staples and/or strapping come to a standstill, the machine or device must be switched off immediately until the problem has been remedied. We shall in any case accept no liability whatsoever if the above-mentioned safety requirements are not strictly followed. The Customer must inform its operating staff itself of these safety instructions.

- 27.10 Packaging machines and/or devices delivered by Us meet the required statutory safety standards and are provided with a CE mark. If the Customer nevertheless wishes additional safety facilities or other additional facilities, the costs involved in this shall be charged additionally.
- 27.11 The stipulations referred to in this article apply to machines and/or devices sold by Us as well as to equipment rented out or lent by Us.
- 27.12 The good operation of equipment sold or rented out or lent by Us shall be warranted only if packaging and auxiliary materials are used which have been delivered by Us, or of which we have approved the specifications. The Customer will have the opportunity to conclude a maintenance contract on packaging equipment sold by Us. We will conclude a separate contract for this with the Customer.
- 27.13 All warranty claims of the Customer shall lapse if the Customer does not use the materials delivered by Us on or for the machine.

#### ARTICLE 28: APPLICABLE LAW

- 28.1 The laws of the Netherlands, to the exclusion of any other legal system, shall govern all matters relating to these General Terms and Conditions, the contract or the performance of the contract.

#### ARTICLE 29: DISPUTES

- 29.1. Disputes which arise from contracts concluded with Us shall be settled, at our discretion, by the Civil Court in our place of business.

#### ARTICLE 30: TRANSLATIONS

- 30.1 Translations of these General Terms and Conditions may be put into circulation. The Dutch text shall, however, be binding.

#### ARTICLE 31: LOCATION OF THE GENERAL TERMS AND CONDITIONS

- 31.1 These General Terms and Conditions have been filed at the office of the Chambers of Commerce of The Hague and Amsterdam.
- 31.2 The version last filed, or the version that applied at the time of the offer or the transaction with us, shall always be applicable.