

General Terms and Conditions of Sales, Delivery and Payment of De Jong Verpakking B.V. located in Westmaas (with its registered offices in De Lier). (most recent revision on 22 May 2018). Version 2018/I.

Article 1. Applicability:

1. These General Terms and Conditions of Sales, Delivery and Payment apply to all quotations for, contracts with, deliveries of, instructions of, and activities performed by De Jong Verpakking B.V. Any deviating stipulations, agreement or provisions shall apply only and insofar as these are confirmed in writing by De Jong.
2. By entering into a contract with De Jong Verpakking B.V., the other party relinquishes any terms and conditions that the latter may have, whatever these may be called, such that only the terms and conditions of De Jong Verpakking B.V. apply to all agreements.
3. Insofar as these are not deviated from in these terms and conditions, the statutory regulations apply.

Article 2. General:

1. In these general terms and conditions the term "other party" shall be taken to mean: all legal or natural persons, who have entered into, or wish to enter into, an agreement with De Jong Verpakking B.V., and as well as these, their representative(s), authorised representative(s), legal beneficiary or beneficiaries and heir(s).
2. Modification of an agreement, which could result in adverse consequences for De Jong Verpakking B.V. has no binding effect without the permission of De Jong Verpakking B.V., except for if this can be demanded pursuant to the law or in so far as this is provided by the terms and conditions.
3. Clauses pursuant to which De Jong Verpakking B.V. undertakes an obligation to deliver, without the other party committing itself to purchase the goods concerned, or pursuant to which the amount and/or the price of the goods to be delivered or to be purchased are attached to a reservation, have no binding effect.

Article 3. Offers and quotations

1. All quotations and offers made by De Jong Verpakking B.V. in which the contrary is not explicitly stated, are without any obligation. Any deviations and/or interim changes are reserved.
2. All information supplied by the client or requested by DJV must be accurate and complete and provided in a timely manner. If the client does not comply with this, DJV cannot be held liable and DJV has the right to suspend and to pass on to the client the additional costs resulting from the ensuing delay.

3. The information, documents and materials made available by De Jong Verpakking B.V. (to prepare its offers and/or to issue quotations) to the other party remain at all times the property of the former and, at the first request by De Jong Verpakking B.V., have to be returned.

Notwithstanding the consent of De Jong Verpakking B.V., the aforementioned information, documents and materials may not be copied, made available to third parties or provided for inspection.

4. De Jong Verpakking B.V. is entitled to refuse an instruction without giving the reasons for this.

Article 4. Formation of the agreement:

1. De Jong Verpakking B.V. is not bound by its written offers and the instructions given by the other party to De Jong Verpakking B.V., until De Jong Verpakking B.V. has confirmed in writing the acceptance thereof, or if De Jong Verpakking B.V. has started to execute the instruction given by the other party.

2. Additional agreements, changes and/or promises made at a later stage, whether verbal or in writing on behalf of De Jong Verpakking B.V., by its personnel, representatives, sales personnel or other intermediaries, are not binding, until these are confirmed in writing by De Jong Verpakking B.V. and the other party.

3. In the event that, in the opinion of De Jong Verpakking B.V., the other party does not seem to be sufficiently credit worthy for compliance with the agreement, De Jong Verpakking B.V. is entitled to suspend all of its contractual obligations, notwithstanding the rights accrued to De Jong Verpakking B.V. in accordance with the law or these terms and conditions.

Article 5. Cancellation:

The other party is not entitled to cancel an order given to De Jong Verpakking B.V., with the exception of when there is written consent from De Jong Verpakking B.V.

De Jong Verpakking B.V. is entitled to charge cancellation costs to the other party; notwithstanding the right of De Jong Verpakking B.V. to claim full compensation. The cancellation costs relate, in any case, to the preparation costs and material costs already incurred by De Jong Verpakking B.V.

Article 6. Prices and rates:

1. All quotations given by De Jong Verpakking B.V. are free of obligation and subject to price changes, until explicitly expressed otherwise.

2. The prices of De Jong Verpakking B.V. are based on (cost) price determining factors, applicable on the day of formation of the agreement. If prior to, or if supplied in instalments, during the delivery, any increase in these (cost) price determining factors occurs, De Jong Verpakking B.V. is entitled to charge to the other party a proportional increase.

3. All prices exclude turnover tax and waste disposal levy. De Jong Verpakking B.V. is entitled to charge to the other party all changes to the above-mentioned modes.

4. Should additional costs be incurred which usually do not have to be taken into account and if one of our sales team members gives an excessively high discount without the knowledge of the management board, or makes an inaccurate calculation as far as the sales price is concerned, we shall be entitled to increase the prices that have been given *mutatis mutandis*, or to claim an additional payment from the buyer.

Article 7. Delivery and Storage:

1. The delivery takes place ex warehouse, unless explicitly agreed otherwise in writing. The costs involved in the delivery shall be charged to the other party.

2. The delivery shall be deemed to have been made at the time that the goods to be delivered leave the warehouse of De Jong Verpakking B.V. As from the time of delivery, the goods are at the expense and risk of the other party.

3. The delivery periods are approximate, unless explicitly agreed otherwise in writing. Exceeding the delivery periods can never give claim to compensation or dissolution of the agreement, including not after notice of default; this latter is except for when there is gross negligence or omission, or if considering the duration that the periods have been exceeded, the parties decide to dissolve the agreement by mutual consent.

4. De Jong Verpakking B.V. is always entitled to partial delivery, insofar as the nature and duration of the agreement do not oppose that.

5. Goods that are offered to the other party but that are not accepted by the latter shall be stored by De Jong Verpakking B.V. at the expense and risk of the other party.

6. Basic condition storage costs: De Jong Verpakking b.v. reserves the right to charge 2.5% of the retail value of the stored stock each month as costs.

Article 8. Force majeure:

1. In the event of force majeure, which is either permanent or temporary in nature, De Jong Verpakking B.V. is entitled to dissolve the agreement in part or in full, or to temporarily suspend this without the other party and/or third parties being able to claim performance and/or without damage being applicable. Understood to be meant by force majeure is among others, but not exclusively: strikes, boycott, interruption of operations, traffic or transport breakdowns, shortage of raw materials, fire, machinery breakdown, very poor weather and site conditions and, furthermore, all conditions under which total or partial performance of the contract cannot reasonably and fairly be required of De Jong Verpakking B.V.

2. If on account of force majeure the delivery is delayed by more than two months, in addition to De Jong Verpakking B.V., the other party is also entitled to dissolve the agreement in writing. In

that case, De Jong Verpakking B.V. shall be entitled to compensation for the costs that it has incurred.

3. Should the force majeure commence when the agreement has already partially been fulfilled, if the remainder of the delivery shall be delayed by more than two months on account of force majeure, the other party is entitled to either retain the portion of the goods that have already been delivered and to meet the costs owed for those goods, or to deem the agreement to be dissolved, including for the part that had already been executed, under the obligation to return everything that has already been delivered to De Jong Verpakking B.V. at the expense and risk of the other party, if the other party can prove that the portion of the goods that have already been delivered can no longer effectively be used by the other party as a result of it not being possible to deliver the remaining goods.

Article 9. Liability:

1. De Jong Verpakking B.V. is not liable for any form of damage, which may arise for the other party or for third parties as a result of the services supplied by, or goods delivered by De Jong Verpakking B.V., unless the terms and conditions in question explicitly provide otherwise, or if there is intentional act or omission or gross negligence. In the event of wilful acts or gross negligence, the liability of De Jong Verpakking B.V. is limited to the invoice value of the order in question.

2. Notwithstanding intentional act or omission or gross negligence, De Jong Verpakking B.V. is not liable for damage that occurs as a result of the goods that it has supplied and/or services that it has performed not fulfilling legal or other requirements set by the government in respect of (the use of) the goods that were supplied or the services that were performed.

3. De Jong Verpakking B.V. is never liable for damage that arises through third parties at the instruction of De Jong Verpakking B.V. for services performed on behalf of or goods delivered to the other party, including in particular in the event of activities performed by third parties.

4. Subject to the provisions in the previous paragraphs of this article, De Jong Verpakking B.V. is, in any case, not liable for the trading loss or other consequential loss suffered by the other party.

5. All unsubstantiated claims, other than complaints, must be submitted within 3 months at the latest. Claims submitted after the 3 months shall lapse.

6. The client indemnifies De Jong Verpakking B.V. for all third party claims.

Article 10. Complaints:

1. Understood to be meant by complaints are all grievances of the other party regarding the capacity of the goods supplied by and/or services performed by De Jong Verpakking B.V.

2. Claims for shortage of deliveries in terms of amounts should immediately be noted upon delivery on the advice note, consignments note, receipt or type of order confirmation. Signing a receipt confirmation counts as proof of delivery. Complaints about the quality have to be submitted in writing to De Jong Verpakking B.V. no more than 8 days after receipt, prior to the goods being used for processing or resale.
3. The other party has to make the goods to which the complaint relates available to De Jong Verpakking B.V. Subject to the written consent of De Jong Verpakking B.V., the other party is not permitted to return to De Jong Verpakking B.V. the goods to which the complaint relates.
4. In the event of a justified complaint, De Jong Verpakking B.V. is only obliged to fulfil the agreed performance as soon as possible, without it being possible for the latter to potentially be held liable for damage suffered by the other party or third parties.
5. By submitting a complaint, the other party's payment obligation with regard to the goods that are in dispute is not deferred. The other party is only entitled to deferment of its obligations if and insofar as a complaint is deemed by De Jong Verpakking B.V. to be valid or if a deferment is deemed acceptable according to criteria of reasonableness and fairness.

Article 11. Payment:

1. All payments have to be made within 30 days of the invoice date to a current bank account chosen by De Jong Verpakking B.V.
2. When a payment is made to the bank, the date of payment is considered to be the date on which the payment is credited to the bank account of De Jong Verpakking B.V..
3. In the event of partial delivery or partial performance, the other party is obliged to pay the invoice relating to that as if this concerned a separate transaction.
4. De Jong Verpakking B.V. is not obliged to draw the attention of the other party in advance to the expiry of a term of payment, or to send to the latter account summaries or similar, unless explicitly agreed otherwise.
5. Every payment made by the other party shall be used to pay the oldest outstanding claim, including if this claim consists of interest that is owed or administration and/or collection costs.
6. The other party is not entitled to defer the payment. After expiry of the term of payment, the other party is in default without a notice of default being required.
7. As from the day after the day on which the term of payment expired, on account of the late payment, the other party owes De Jong Verpakking B.V. a contractual interest of 1.5% each month, or part of a month, for the amount that is due and payable.
8. In the event of the term of payment being exceeded, De Jong Verpakking B.V. is entitled to charge, with the demand, administration costs amounting to 10 Euros.

9. In the event of non-payment, or late payment, all legal costs of the proceedings and costs relating to the execution, as well as the extrajudicial collection costs, are at the expense of the other party. The extrajudicial collection costs amount to at least 15% of the invoice amount, added to which is the due and payable contractual interest, applicable to which is a minimum of 100 Euros.

10. De Jong Verpakking B.V. is always entitled, both before and after formation of the agreement, to seek security for the payment, which is under suspension of the execution of the agreement by De Jong Verpakking B.V. until the security is provided; all of which is without prejudice to the right of De Jong Verpakking B.V. to performance, compensation and/or whole or partial cancellation of the agreement, without any judicial intervention and without De Jong Verpakking B.V. therefore being entitled to any compensation.

Article 12. Retention of title:

All goods that are delivered remain the property of De Jong Verpakking B.V. until these have been paid for in full. The other party is entitled to resell the goods in the usual way and/or to process these, but as long as the payment for these has not yet been made in full, the other party is not entitled to pledge the goods to third parties, or to offer these as security in the broadest sense of the word. At the first request of De Jong Verpakking B.V., the other party is obliged to show the goods to the latter, and in the event of failure to pay, on request to return these to De Jong Verpakking B.V.

Article 13. Models:

Models are produced by hand. Normal differences between the hand-made models and products produced by machine are permitted.

Article 14. Dimensions:

1. Boxes are measured on the inside and the measurements are given in the order: length – width – height.
2. In plates, the measurement that is given first of all is equal to the direction of the flute; understood to be meant by direction of the flute is the direction of one flute arch or flute trough.
3. On the dimensions, in each direction, a difference is permitted of no more than + or – 5mm, unless agreed otherwise in writing.
4. Notwithstanding that stated under 3., the inside has to be smaller than the inside measurement of the box.
5. If the Buyer asks the Seller to apply the EAN code to the packaging that the Buyer has ordered, the Seller will do so in accordance with the instructions provided by Buyer, taking into account the guidelines of EAN the Netherlands or Belgium. The Seller cannot, however, be held responsible or liable for the legibility of the EAN code or similar coding by equipment used to this end by the Buyer or its clients.

Article 15. Differences in quality:

1. Small differences in the colour of the paper and font and/or colour when printing, do not give a right to claim.
2. The Seller is not liable for differences in the colour of the printing inks that are used, nor for minor deviations in the cardboard. A tolerance of a maximum of 8% on the grammage of the original components is permitted.

Article 16. Clichés, stamps, moulds and tools

The costs of clichés, stamps, moulds and punching tools are passed on to the buyer. Notwithstanding these costs being passed on, the goods mentioned in the previous sentence are never the property of the buyer, unless agreed otherwise in writing. The storage of the materials, as listed above, ends one year after the last use thereof. DJV shall inform the client at all times if the storage is to come to an end.

Article 17. Drawings, designs, etc.

All drawings, designs, etc., prepared by or at the instruction of De Jong Verpakking B.V. remain the property of De Jong Verpakking B.V.

Article 18. The permitted deviation in the quantity of order items

If no agreements are made between De Jong Verpakking BV and the customer regarding the admissible under-delivery or over-delivery of the quantity of packagings, the mutually accepted maximum deviation in terms of quantity of products ordered is 20% for an order of fewer than 1,000 items, 15% for an order of 1,000 – 5,000 items, 10% for an order of 5,000 – 50,000 items and 5% for an order of more than 50,000 items.

If an agreement has been made between De Jong Verpakking BV and the customer that under no condition may fewer packagings be produced and delivered than the quantity of the order agreed between parties, the mutually accepted maximum over-delivery in terms of quantity of products ordered is 40% for an order of fewer than 1,000 items, 30% for an order of 1,000 – 5,000 items, 20% for an order of 5,000 – 50,000 items and 10% for an order of more than 50,000 items.

If an agreement has been made between De Jong Verpakking BV and the customer that under no condition may more packagings be produced and delivered than the quantity of the order agreed between parties, the mutually accepted maximum under-delivery in terms of quantity of products ordered is 40% for an order of fewer than 1,000 items, 30% for an order of 1,000 – 5,000 items, 20% for an order of 5,000 – 50,000 items and 10% for an order of more than 50,000 items.

Article 19. Dissolution:

1. Notwithstanding the other rights to which De Jong Verpakking B.V. is entitled and the provisions elsewhere in these terms and conditions, De Jong Verpakking B.V. can consider a contract to have been dissolved, without judicial intervention and without any notice of default being required, if the other party has failed or fails to fulfil its payment obligations, if the other party files for moratorium of payment, if its bankruptcy is filed, if the other party partly or completely loses the power to dispose of its assets and/or income or if any part of its possessions and/or assets are seized, or in the event that the other party sells or liquidates its company, or, if the other party is a natural person, dies.
2. In the event of dissolution in accordance with the previous paragraph, the agreed price, except for in the event of suspension, is immediately due and payable following deduction of the amount that has already been paid.

Article 20. Disputes:

1. Solely Dutch law applies to all agreements entered into by De Jong Verpakking B.V.
2. If the other party is established in a country that is part of the European Union, all disputes concerning the formation, the explanation or the execution of the agreement, as well as every other dispute, connected to or resulting from this agreement shall, in the first instance, be settled by the competent court of the district in which De Jong Verpakking B.V. is established.
3. If the other party is established in a country that does not form part of the European Union, upon exclusion of all judicial power, all disputes shall be settled by an arbitration tribunal comprising three independent arbitrators.
4. The appointment of the arbitrators referred to in the previous paragraph shall take place by each of the parties appointing one arbitrator and a third arbitrator chairperson shall be appointed by the arbitrators (who were appointed by the parties).

Article 21. Conversion:

If one or more provisions from these general terms and conditions are wholly or partially revoked, then by operation of law, this provision or these provisions shall be replaced by a valid provision that, as far as possible, fulfils the purport of the revoked provision(s). The other provisions in the general terms and conditions shall then, as far as possible, retain their validity.

Article 22. Levies:

All levies imposed by or on behalf of the authorities, or arising from measures or agreements for the corrugated card industry, will be passed on.

Article 23. Privacy:

De Jong Verpakking b.v. respects and protects the privacy of its buyers. De Jong Verpakking b.v. confines itself to the registration of that information required in order to process the order and to enable communication with the Buyer. In no event shall De Jong Verpakking b.v. pass on personal data to third parties. The information provided by the Buyer will be recorded in a file. Unless the Buyer states that it does not wish De Jong Verpakking b.v. to do so, the latter shall use the data to align its products and services more effectively with its buyers' requirements.

Article 24. Earlier versions:

Previously deposited terms and conditions of sale are null and void.