



## **GENERAL TERMS AND CONDITIONS OF BLISTON PACKAGING B.V.**

### **ARTICLE 1: DEFINITIONS**

User of these terms and conditions: Bliston Packaging B.V., Chamber of Commerce no. 31046253, referred to below as 'Bliston'.

Customer: the Customer or other party to an order that is granted to Bliston.

Order: order to manufacture or supply packing or packaging applications as well as related materials and applications.

### **ARTICLE 2: APPLICABILITY OF GENERAL TERMS AND CONDITIONS**

2.1 These general terms and conditions apply to all of Bliston's offers, quotations, and agreements.

2.2 Variations from these general terms and conditions are valid only insofar as they have been agreed in writing with Bliston or if Bliston has unreservedly commenced with the execution of the order.

2.3 The Customer's general terms and conditions apply only insofar as Bliston has expressly confirmed this in writing.

2.4 These general terms and conditions also apply to Bliston's personnel and agents who are involved in the performance of the agreement.

2.5 The Customer also unconditionally accepts the applicability of these general terms and conditions to all future agreements and offers for agreements.

### **ARTICLE 3: OFFERS AND QUOTATIONS**

3.1 All of Bliston's offers and quotations are without obligation, unless a period for acceptance is stipulated, notwithstanding Article 4.1. Even if there is a specific period for acceptance, Bliston is entitled to revoke the offer immediately after acceptance.

3.2 A combined quotation does not oblige Bliston to supply part of an order at a pro-rata price or to make partial deliveries.

3.3 Offers relate only to the quantities and products specified in the quotation and do not automatically apply to subsequent orders.

3.4 Images, measurements, weights, colours, and technical data in an offer are indicative and the Customer therefore must make allowance for minor variations that do not exceed normal limits. Bliston applies a tolerance of 10% (more or less) with regard to the ordered quantity of products.

3.5 Unless otherwise agreed, all prices apply to delivery ex works, include bulk packaging, and exclude VAT.

3.6 The possibility of interim sales is expressly reserved in relation to an offer for delivery from existing stock.

### **ARTICLE 4: CONCLUSION OF AGREEMENTS AND CANCELLATION**

4.1 An agreement is concluded only once Bliston confirms the relevant order in writing.

4.2 Cancellations of agreements are valid only once Bliston has given its written consent. Returns are therefore acknowledged only after the aforementioned written consent. The Customer bears the risk of transport in case of returns.

4.3 If circumstances that cause an increase in cost prices occur after the conclusion of the agreement (e.g. compulsory wage increases or compensatory allowances prescribed by the government, currency devaluations, turnover tax increases, import duty increases, etc.), Bliston reserves the right to pass on the resultant price increases to the Customer.

## **ARTICLE 5: PERFORMANCE OF THE AGREEMENT**

5.1 Agreed delivery periods are always indicative and not strict deadlines within the meaning of Book 6, Article 83(a) of the Dutch Civil Code. However, Bliston does endeavour to meet delivery deadlines as far as possible.

5.2 If the Customer gives notice of amendments after the conclusion of the agreement, all costs that Bliston has already incurred in relation to the agreement are payable by the Customer. The requested amendments become part of the agreement only once Bliston has accepted them in writing and the costs already incurred have been reimbursed.

5.3 If delivery turns out to be impossible on the stated date due to a circumstance on the side of the Customer, the associated costs are payable by the Customer.

5.4 Unless special requirements for the construction and/or materials of the goods to be delivered are expressly specified in the agreement, normal trade quality is to be delivered.

5.5 The Customer must also perform experimental tests itself to determine whether the supplied product is fit for its product or production process.

## **ARTICLE 6: PAYMENT**

6.1 Unless otherwise agreed in writing, Bliston's invoices must be paid within 30 days.

6.2 The Customer is never entitled to suspend payments to Bliston.

6.3 If payment is late, Bliston is entitled to suspend deliveries.

6.4. If the Customer does not pay, does not pay on time, or does not pay in full, it shall owe statutory commercial interest plus 1% on the outstanding amount, without any prior notice of default. For this purpose part of a month is considered to be a full month.

6.5 If the Customer fails to comply with its obligations, or fails to comply on time, it shall owe extrajudicial collection costs under Book 6, Article 96 of the Dutch Civil Code, notwithstanding Bliston's other rights, such as the right to compensation or specific performance.

6.6 Bliston reserves the right at all times to require that the Customer furnish security to its satisfaction for existing and future obligations.

6.7 Insofar as gross selling prices have been fixed for the items supplied by Bliston, the Customer is obliged to apply these prices with respect to its own customers. The Customer may grant discounts on these selling prices as fixed by Bliston only when selling to retailers. The customer shall impose the same obligation on its customers.

## **ARTICLE 7: COMPLAINTS**

7.1 The Customer is obliged to inspect deliveries on receipt for any defects.

7.2 At the risk of otherwise forfeiting its rights, the Customer must report any defects to Bliston within eight days. If Bliston agrees that the defects exist, it shall arrange for a new delivery free of charge. If the Customer is unable to inspect the consignment within the above period due to special circumstances, Bliston may grant it a longer period in writing upon a written request for that purpose. Unless mandatory rules on product or other liability apply, Bliston is not obliged to compensate any loss, all in accordance with Article 13.

## **ARTICLE 8: RETENTION OF TITLE**

8.1 Bliston remains the owner of the goods it supplies until full payment is received.

8.2 The Customer may not dispose of or encumber Bliston's goods before ownership is transferred. If this rule is contravened, the full purchase price becomes immediately due and payable.

8.3 The Customer is otherwise obliged to notify the third party involved and Bliston of the retention of title if the goods are attached, disposed of, or encumbered.

8.4 Bliston holds the directors or de facto managers of the Customer's company personally liable for the loss, which they assume on acceptance of these terms and conditions, arising from the contravention of the provisions of this article.

#### **ARTICLE 9: FORCE MAJEURE**

9.1 A breach of the agreement cannot be attributed to Bliston if it is not at fault or if it is not accountable by law, a legal act, or according to generally accepted standards for such breach. If the force majeure lasts for longer than three months, the Customer and Bliston shall consult on the performance of the agreement.

9.2 Besides its definition in legislation and case law, force majeure in these general terms and conditions means all external causes, whether foreseen or unforeseen, over which Bliston has no control, but because of which Bliston is unable to comply with its obligations. This includes strikes in Bliston's company.

9.3 Force majeure at the Customer does not include a situation in which Bliston is unable to perform the work in accordance with the agreement because other and/or preparatory work at the Customer has not been performed or has not been performed on time. In that case, the Customer is in creditor's default.

9.4 Insofar as Bliston has performed or is able to perform part of its obligations under the agreement at the time the force majeure commences, and independent value can be attached to this part, it is entitled to charge separately for this part that has been or is to be performed. The Customer is obliged to pay for this part as though it were performed under a separate agreement that has not been affected by force majeure.

#### **ARTICLE 10: TERMINATION OF THE AGREEMENT**

10.1 If the Customer's company is dissolved or liquidated, or if the Customer petitions for a moratorium on the payment of its company's debts, Bliston is entitled to suspend its performance under the agreement or to terminate the agreement. The claim for payment of all outstanding amounts is in any event immediately due and payable if the Customer is declared bankrupt/put into liquidation, petitions for a moratorium on the payment of debts, or if any of the Customer's assets are attached.

10.2 The Customer is entitled to terminate the agreement on the basis of an attributable breach only if Bliston has been given a notice of default with a period of at least three weeks for performance and still fails to perform within that period. Attributable breaches of a minor nature do not justify termination. Performances that have already been correctly rendered continue to exist if the agreement is terminated by the Customer.

#### **ARTICLE 11: INTELLECTUAL PROPERTY**

11.1 If items are manufactured or printed in accordance with the Customer's drawings, samples, designs, or other instructions in the broadest sense, the Customer assumes full responsibility and liability for the manufacturing and/or delivery of these items not infringing any third-party intellectual property rights. The Customer indemnifies Bliston against all costs and damage arising from claims in this regard. The failure by the Customer to perform under this guarantee justifies the immediate suspension of the execution of all of the Customer's orders, without the Customer being able to claim costs or compensation in that regard from Bliston.

11.2 All of Bliston's drawings, sketches, diagrams, samples, designs, etc. remain its property and may not be copied, used, or provided or shown to third parties, in whole or in part, without its written consent. These items must be returned immediately on request. The Customer indemnifies Bliston against all damage and costs arising from its use or that of third parties without Bliston's consent.

## **ARTICLE 12: MOULDS, DIES, ETC.**

12.1 Ownership of dies, shapes, flexible moulds, templates, print stamps, etc. (hereinafter: "dies, etc.") that are manufactured by or on behalf of Bliston on the Customer's instructions passes to the Customer when Bliston uses these for the manufacturing or printing of products for the Customer, provided that they have been paid in full.

12.2 Bliston nevertheless keeps these dies, etc. on behalf of the Customer and does not have to hand them over before two years has passed since the full delivery of the last order for the products manufactured or printed with these dies, etc. that the Customer has placed with Bliston.

12.3 Bliston does not have to keep dies, etc. for longer than two years, as calculated from their first use. All maintenance costs for the dies, etc. during the first two years are payable by Bliston in case of orders with frequent reruns.

12.3 If dies, etc. can no longer be used, Bliston shall inform the Customer and simultaneously give it a schedule of the costs associated with repairing or remanufacturing the dies, etc.

12.4 If Bliston must arrange the manufacturing of dies, etc., it is required to commence this only once the Customer has paid the agreed or reasonable contribution towards the manufacturing costs. The same applies to alterations to the dies, etc.

12.5 Bliston reserves a right of retention on the Customer's dies, etc. in case the Customer is in arrears with its payments.

## **ARTICLE 13: LIABILITY**

13.1 Bliston shall perform the work with the due care of a good contractor. Insofar as Bliston is liable for the Customer's damage, its liability is limited to direct damage. Bliston is not liable for indirect damage in any case.

13.2 The Customer is obliged to take all reasonable measures for the prevention or limitation of damage.

13.3 Notwithstanding the provisions of paragraph 1 and 2 of this article, Bliston's liability, where applicable, is always capped in each case at the price stipulated for the agreement in question (excluding VAT). If the agreement is performed for more than one year, the price stipulated for the agreement is considered to be the total payments (excluding VAT) stipulated for one year. Bliston's total liability for direct damage, regardless of the reason, is not to exceed EUR 2.500.000,00 (two million, five hundred thousand Euros) in any case.

13.4 The right to compensation of damage lapses if the Customer does not invoke it in time, as described in these general terms and conditions. In any event, Bliston must be notified of damage within two months of the Customer becoming aware or being able to become aware thereof, at the risk of the Customer forfeiting its rights.

13.5 Indirect damage as referred to in paragraph 1 of this article includes consequential damage, lost profits, lost savings, reduced goodwill, loss due to business interruption, and loss as a result of claims by the Customer's customers.

13.6 The Customer indemnifies Bliston against third-party claims insofar as the damage results from defective, incomplete, or inaccurate information or materials that the Customer or its designated third parties has/have provided to Bliston in connection with the agreement. Bliston is not liable if the damage is due to the Customer's intent/fault/attributable acts or its improper or inappropriate use of the supplied goods.

13.7 The exclusions and limitations specified in this article cease to apply if and insofar as the damage is the direct, immediate, and total consequence of Bliston's intent or wilful recklessness.

13.8 Goods supplied by the Customer and goods stored at Bliston on behalf of the Customer are not insured and the Customer thus bears the full risk for these goods unless the parties have expressly agreed otherwise in writing.

## **ARTICLE 14: APPLICABLE LAW AND CHOICE OF FORUM**

14.1 Dutch law applies to these general terms and conditions and the agreements to which these terms and conditions apply.

14.2 All disputes relating to agreements as referred to in these terms and conditions are to be brought before the competent court in the judicial district where Bliston has its registered office, subject to Bliston's exclusive right to designate another court.