

1. BINDING AGREEMENT

- 1.1. The seller shall not be bound by any contract or agreement without written confirmation and acceptance of the order, signed by the seller. The sale-purchase agreement shall be governed by these general terms and conditions and the latter shall prevail over any and all terms and conditions of purchase of the buyer, including if disclosed or submitted at a later time than the present general terms and conditions.
- 1.2. No cancellation of an order accepted by the seller shall be valid unless given in writing and subject to the seller's consent in writing. In such event, the buyer shall owe *ipso jure*, no formal demand being required, a lump-sum compensation in the amount of 10% of the value of the ordered goods or work.

2. DESCRIPTION OF THE GOODS - DELIVERY DATES

- 2.1. The goods shall be in conformity with the confirmation of the order.
- 2.2. The seller will make every endeavour to match as closely as possible the dimensions, weights, quantities, degrees, percentages, etc. as specified, given the generally accepted allowances as to margins of error that apply to the subject goods. Thus, the usual percentage difference in the matter of deliveries will allow for a deviation of 10% above or under the stated weight or measure for any order in excess of 10,000 pcs / meter / of 2,000 kgs, depending on the unit of measure applicable to the goods, or 20% for any lesser order.
- 2.3. Deviations of size, weight, etc. falling within these generally accepted tolerances will in no way affect the validity of the sale-purchase agreement and shall confer upon the buyer no right to assert any claim (e.g. the termination of the sale-purchase agreement, suspension of payment, a deduction or discount on the sale price, damages, refusal of tender for delivery) against the seller.
- 2.4. Times and dates for delivery as may be stated are not stringent and shall not be considered an essential condition of performance and any and all terms of delivery can only be viewed as an obligation of means.

3. PRICE

- 3.1. The goods are sold for the price as indicated in the confirmation of the order, unless the seller should be constrained to adjust the price as indicated due to the increase of its fixed and/or variable expenses (raw materials, wages, energy, etc.), it being understood that the seller will be entitled to change the price as quoted provided the reasons of such adjustment are made clear to the buyer should the latter so request. The new price will be the sum total as specified in the relevant box of the invoice.
- 3.2. All prices include transportation costs up to the place of delivery of the goods but are exclusive of VAT while no costs, fee, excises or taxes which may be assessed or levied with respect to the export or import of the goods are included (unless the invoice should contain an indication to the contrary).

4. DELIVERIES

- 4.1. Delivery of the goods to the buyer shall be deemed complete upon arrival at the place of destination, as specified in the confirmation of the order.
- 4.2. The seller shall be responsible for the forwarding of the goods until the place of destination. The buyer shall be responsible for any and all export and/or import formalities that, as the case may be, must

be accomplished at its venue and all costs and expenses thereof shall be for the buyer's account.

- 4.3. The risks attaching to the goods shall lie with the seller until the moment on which the goods shall reach their destination; as of that instant, all risks shall pass on to the buyer.
- 4.4. It is incumbent upon the buyer to make the necessary arrangements for the discharge of the goods at the place of destination and all risks in relation thereto shall be for the buyer. Such discharge of the goods shall commence immediately upon arrival at the place of destination and if the buyer is unable or unwilling to comply, the seller shall be entitled to unload the goods and to leave them on site at the buyer's risks and expense.
- 4.5. Any tender of delivery of goods implies the acceptance of such goods by the buyer who is under obligation to check and inspect the goods immediately upon arrival. By way of consequence, any and all apparent flaws or non-conforming goods are accepted at delivery if not immediately rejected on inspection.

5. STORAGE INSTRUCTIONS

- 5.1. The goods must be stored in their original wrapping, in an enclosed space, so as to be protected at all times from solar rays.
- 5.2. Pallets of film that are not entirely used up must be protected in view of further use, preferably by using the original wrapping.
- 5.3. Whenever the film is kept in cold storage, the product should be placed in an environment with an ambient temperature of 15 °C or more for at least 48 hours prior to processing.
- 5.4. All film should be used within 6 months following delivery.
- 5.5. Further detailed instructions may be provided by the seller, including on the brand or other website for the relevant goods or upon request from the seller. In the absence of the same the buyer should adhere to good trade practice as to the storage, use and maintenance of the relevant goods.

6. PAYMENTS

- 6.1. Unless specifically stated otherwise in writing, the contract price as indicated in the confirmation of the order and in accordance with the stipulations of these general terms and conditions of sale shall be paid by the buyer in cash and without deduction at the seller's head office upon receipt of the invoice. Bank costs are for the buyer's account. The entry of the invoice in the seller's accounts receivable book shall be deemed sufficient and irrefutable proof of the sending and receipt by the buyer of the relevant invoice, without prejudice to the seller's right to avail itself of any other documentary or other evidence at its disposal.
- 6.2. If the contract price or any balance remaining thereon is not settled on the due date of the invoice, compensation will be due in the amount of 10% of the contract price or the outstanding balance (with a minimum of 60.00 euros). In addition, default interests will accrue on the unpaid contract price or the outstanding balance at the contractually stipulated rate of 12% per annum, to be reckoned as of the invoice due date. The aforementioned compensation and contractually stipulated default interests shall be due *ipso jure*, no prior notice being required, and interest shall be computed for every new month.
- 6.3. As a result of the failure to pay the contract price or any part thereof on the due date of the invoice any balance due on all other invoices,

even if not as yet due, will *ipso jure* become due and payable upon first demand and without prior notice of default.

- 6.4. The mere circumstance that bills of exchange or other negotiable instruments are drawn or accepted in no way invalidates these general terms and conditions of sale and cannot be considered a variance thereof.
- 6.5. Without prejudice to the provisions of clause 4.5 of these general terms and conditions of sale, all complaints in regard of an invoice made out and forwarded to the buyer must be stated in writing by the latter, no later than 14 days after the date on which the relevant invoice was sent. No complaints expressed after expiry of this time-limit will be considered. A complaint formulated in due time does not entitle the buyer to withhold payment.
- 6.6. The foregoing provisions of this clause notwithstanding and if the seller wishes to exercise this option, the agreement shall be terminated *ipso jure* and without prior notice of default, by mere notice given to the buyer and the latter shall be found in breach/repudiation of contract: if the buyer fails to meet his obligations under the contract (e.g. his obligation to commence unloading of the goods upon arrival at their destination).
- 6.7. The seller shall be entitled to the maximum amount of the litigation indemnity provided by statute if a court of competent jurisdiction before which a legal action against the buyer is brought finds in its favour.

7. RESERVATION OF TITLE TO PROPERTY

- 7.1. The goods delivered to the buyer remain the seller's sole and absolute property and transfer of ownership shall not be finalised until the full and final satisfaction of all claims and accounts receivable on account of deliveries made by the seller to the buyer and/or any forthcoming deliveries.
- 7.2. All claims which the buyer may have or will assert at some future time with regard to goods delivered and received under the reservation of title clause and against any third party (including, without limitation, a customer of the buyer, a third party who may have caused damage to or destroyed the goods, an insurance company, ...) will revert *ipso jure* to the seller as long as the latter's claim with respect to the contract price and any incidentals shall not have been satisfied. In such event, the buyer shall in addition have the obligation to inform its own debtor of the assignment of debt and also to submit to the seller proof of such notification. The seller shall equally be entitled to notify the buyer's debtor of the assignment, it being understood that such notification on behalf of the seller shall in no way relieve the buyer of its obligation in this regard.

8. LIABILITY

- 8.1. The seller can only be held liable for compensation in the event of serious, latent defects to the goods due to flaws or faults to the raw materials or production process, to the exclusion of all other causes, and provided these flaws or faults existed, albeit in early form, at the time of the formation of the sale-purchase agreement.
- 8.2. The failure to abide by the instructions for storage and proper use and/or to relay said instructions to such persons as are in the need to be made privy to them will relieve the seller of all liability.
- 8.3. As regards in particular the wrappings sold for the benefit and use of the food industry it should be stressed that these wrappings are only suitable for such products which have been the subject of the seller's express and prior written approval. Whenever a food inspection

certificate is delivered for the consumer's safety, the wrapped goods shall only be used in compliance with the advisories set forth therein. The seller's printed "Formifood" film has been specially developed for packaging frozen foodstuffs. With packaged frozen foodstuffs, the "cold chain" must be respected at all times (for storage conditions for frozen foodstuffs see the instructions on its packaging). The reason for this is to avoid the packaged foodstuffs from defrosting because if they do, fats in the foodstuffs could migrate and then attack the adhesion between ink and substrate. Consequently, the seller shall never be held liable for the damage or losses resulting from an improper or non-conforming use of the wrappings or wrapped products.

- 8.4. The seller uses quality polymers, pigments and additives to make its films and bags. Polyethylene is sensitive to UV exposure degradation. Film and bags are UV stabilised only upon special request. All the inks used by the seller have a light fastness (wool scale) of 5 to 7. The seller shall not be held liable for degradation, discolouration or impairment of the film, discolouration or run of the printing or impairment of the glue (for instance through the direct or indirect influence of the packaged product, weather conditions or storage, etc.).
- 8.5. Any legal action aimed at obtaining a judgment award against the seller on account of latent defects or a deviation between the billed goods and the goods actually delivered must be brought before the goods are used or processed and at any rate within 12 months following the delivery, it being understood that all rights will be forfeited at the expiry of this time-limit.
- 8.6. Any obligation to compensation that may be incumbent upon the seller will at any rate be limited to the replacement, free of charge, of such goods as were found to be defective or non compliant and upon their return by the buyer; however, the expenses relating to the return of defective or non compliant goods in view of their replacement free of charge shall be borne by the buyer.
- 8.7. Consequential damages such as loss of productivity, time lost, missed profits, damage or injury to third parties, etc., caused by the defective or non compliant goods shall never be indemnified by the seller.
- 8.8. The preceding provisions of this clause shall remain in full force, even after the termination of the agreement at the request or initiative of either party or for any reason whatsoever.

9. WARRANTIES

- 9.1. If the seller should lose its trust in the buyer's ability to meet its financial obligations or if the seller has sound reasons to doubt that the obligations contracted by the buyer will be satisfied in due course (said situation will at any rate be found to exist in the event of a garnishment or an execution of attachment), the buyer will be required to provide such security or securities the seller may demand in order to guarantee the full satisfaction of its obligations towards the seller. Such security shall never be less than a bank guarantee extended by a first-rate European banking institution. However, the seller may agree to accept any other form of security.
- 9.2. If the buyer should fail to comply with its obligation to provide adequate and sufficient security, then the seller will be entitled to terminate the sale-purchase agreement *ipso jure* and without prior notice of default, by mere notice given to the buyer. In such eventuality, the buyer will be under obligation to return to the seller any goods delivered to it, at its own expense, without prejudice to the seller's right to claim a consideration and/or supplemental damages if there is just cause.

10. ACTS OF GOD

10.1 The following shall, *inter alia*, be considered acts of God: war, riots, strikes or lock-outs, unavailability and/or shortage of raw materials, natural catastrophes, accidents and any and all other causes beyond the seller's control which hamper or prevent the procurement of supplies to the seller and/or the seller's production process and/or means of carriage or transportation or the deliveries to be effected by said means.

10.2 Any act of God affecting the seller's operations shall entitle the seller, upon mere notification to the buyer, either to stay and suspend the performance of the services under the contract for as long as the force majeure situation shall persist or to terminate the agreement without being held on that account to any compensation towards the buyer if the subject situation finally makes it impossible to continue or resume the performance of its obligations under the contract or is such that said performance can no longer be reasonably expected from the seller.

10.3 Such stay in the performance of the seller's obligations under the contract shall never confer upon the buyer the right to cancel its order, withhold payment or demand compensation.

11 DISPUTES

In the event of a sale-purchase agreement entered into in Belgium:

11.1 If a dispute should arise between the parties regarding the sale-purchase agreement (and specifically its formation, continuing existence, performance, construction, ...), the courts and tribunals of Antwerp (being, in the first procedural degree: the Justice of the Peace of the first district of Antwerp or, depending on the value of the claim, the Antwerp Commercial Court) shall have sole jurisdiction to hear and adjudicate the matter.

11.2 Only Belgian law, to the exclusion of the Vienna Sales Convention, shall be applicable to the agreement entered into by and between the parties, and with respect to all aspects thereof (including its formation, continuing existence, performance, construction, etc.).

In the event of a sale-purchase agreement entered into in the Netherlands:

11.3 If a dispute should arise between the parties regarding the sale-purchase agreement (and specifically its formation, continuing existence, performance, construction, ...), the courts and tribunals of Zwolle shall have sole jurisdiction to hear and adjudicate the matter.

11.4 Only Dutch law, to the exclusion of the Vienna Sales Convention, shall be applicable to the agreement entered into by and between the parties, and with respect to all aspects thereof (including its formation, continuing existence, performance, construction, etc.).

12 NULLITY

12.1 If one or several of the provisions of these general terms and conditions of sale should prove to be null or unenforceable, this shall in no way affect the validity of the remaining provisions of these general terms and conditions of sale or the agreement between the parties.