

Interfilling B.V. General Terms and Conditions

Article 1. Definitions

For purposes of these conditions, the following terms will have the following meanings, unless expressly indicated otherwise:

Contractor: Interfilling B.V., the user of the general conditions, the seller.

Client: The user's contracting party, the purchaser.

Agreement: Any and all agreements, including these general conditions, between the Contractor and the Client for the purchase of items and/or services by the Client from the Contractor, as well as any other assignment given by the Client to the Contractor, as well as any and all legal and other acts relating to the foregoing.

Article 2. General

- 2.1 These general conditions will apply to any and all enquiries, quotations, offers, assignments, purchase orders, order confirmations and Agreements of the Contractor, to the extent not expressly agreed otherwise between the parties in writing.
- 2.2 The applicability of any general conditions of the Client is hereby expressly excluded, unless agreed otherwise in writing.
- 2.3 If the parties' general conditions apply side by side, it is understood that, in the event of conflict between any provisions of the general conditions of the Contractor and those of the Client, the provisions of the general conditions of the Contractor will prevail.
- 2.4 All rights and entitlements, e.g. in these general conditions, and in such further Agreements as may be applicable for the benefit of the Contractor, will also inure to the benefit of any intermediaries and other third parties engaged by the Contractor.
- 2.5 If the Contractor enters into Agreements with the Client more than once, the present general conditions will be applicable to any and all subsequent Agreements, irrespective of whether they have expressly been declared applicable.
- 2.6 The provisions of these general conditions may be derogated from only after written notice or written approval by the Contractor, in which event the other provisions will remain in full force and effect.

Article 3. Offers, quotations and Agreements

- 3.1 All the Contractor's offers will be subject to contract, and the Contractor expressly reserves the right to change the prices, in particular if necessary based on statutory or other requirements.
- 3.2 If the Contractor is requested to issue an offer or quotation, but no Agreement is formed on the basis

thereof, the Contractor will be entitled to charge the costs incurred in the issue of the offer or quotation to the Client.

- 3.3 Agreements to which the Contractor is a party will not be deemed to have been entered into until:
 - a) both parties have signed an Agreement prepared to that effect; or
 - b) after receipt and approval of the Client's written acceptance of an offer made by the Contractor; or
 - c) performance or commencement of the work.
- 3.4 Any arrangements made with or undertakings made by subordinates of the Contractor will not be binding on the Contractor unless confirmed by the Contractor in writing to the Client.
- 3.5 The Contractor will be entitled to refuse orders or attach certain conditions to delivery, without being required to state reasons, unless expressly provided otherwise.

Article 4. Models/pictures

- 4.1 If a model, demo or picture has been shown to the Client, such model, demo or picture will be deemed to be indicative only, unless it is expressly agreed that the item to be delivered will entirely conform to it.
- 4.2 The models, pictures, numbers, dimensions, weights or descriptions included in the catalogues/offer/advertisements/price list are shown as an indication only.

Article 5. Prices

- 5.1 The prices stated for the products and services offered by the Contractor will be in euros, exclusive of VAT, any taxes and/or other levies, unless otherwise stated or agreed in writing.
- 5.2 In the event of an increase in the prices of the products and services offered in the period between the order and execution thereof, the Client will be entitled to cancel the order or to dissolve the Agreement within 10 (ten) days of being notified of the price increase by the Contractor.
- 5.3 The Contractor will be entitled to apply at least the annual inflation adjustment to its prices.
- 5.4 Discounts will be valid only if agreed in writing.

Article 6. Delivery times

- 6.1 The delivery times stated by the Contractor will be indicative only. Therefore, in no event will a completion or delivery time be a firm deadline. In the event that a period is exceeded, the Client must give the Contractor written notice of default, granting the Contractor a reasonable term.

- 6.2 If the Contractor requires information from the Client for purposes of performance of the Agreement, the completion or delivery time cannot be determined until the Client has made such information available to the Contractor.
- 6.3 If the period within which delivery is to be effected, or work is to be completed, is expressed in days, a day will be understood as a workday, not being a day of rest or a public holiday. Any days on which the Contractor cannot perform work due to unworkable weather will not be counted as workdays.
- 6.4 The Contractor will at all times be entitled to deliver an order in its entirety or in consignments. In the latter event, the Contractor will be entitled to invoice each further delivery to the Client separately, and the costs of transport of each further delivery will be payable by the Client as well.
- 6.5 If the Agreement provides that the Contractor will use the packing materials and/or packaging of the Client, the Client must supply such materials to the Contractor in good time and in good condition. In no event will the Contractor be in default if the delivery period is exceeded due to the Client's failure to supply the packing materials and/or packaging in good time.

Article 7. Delivery and risk

- 7.1 All deliveries will be Ex Works (EXW) Contractor's location, the Client assuming all risks of transport, carriage and shipment, including fault/negligence on the part of the carrier, unless agreed otherwise between the parties.
- 7.2 The Contractor will be free to choose the loading, means of transport and forwarder/carrier, unless agreed otherwise.
- 7.3 The Contractor reserves the right to invoice any additional costs incurred for, in or for the benefit of transport in arrears. The foregoing will also apply to the costs incurred to prepare customs documents, storage for purposes of clearing or delay, as a result of any cause whatsoever, or in any other situation. The Client will be entitled to arrange its own transport, or to arrange its own carrier, all in consultation with the Contractor and subject to the terms of the delivery conditions (Ex Works).
- 7.4 In the event of deliveries outside the EU, the Contractor will be responsible for settlement of the export document, failing which the costs incurred will be recovered from the Client.

Article 8. Retention of title

- 8.1 Title to any and all materials and other items supplied by the Contractor, either processed or unprocessed, will not pass to the Client until the Client has performed all its obligations under any and all Agreements entered into with the user.
- 8.2 The Client will not be authorised to sell, pledge or otherwise encumber any items covered by the retention of title.

- 8.3 In the event that third parties attach any items supplied subject to a retention of title or wish to create or assert any rights thereon, the Client will be required to notify the Contractor as soon as possible.

Article 9. Intellectual and industrial property rights

- 9.1 Without prejudice to the other provisions of these general conditions, the Contractor reserves the rights and powers conferred on the Contractor pursuant to the Dutch Copyrights Act [*Auteurswet*].
- 9.2 Any and all documents provided by the Contractor, including reports, opinions, Agreements, designs, sketches, drawings, brochures, photographs, films, software, etc., will be intended solely for use by the Client and may not be reproduced, published or disclosed to any third parties without the prior consent of the Contractor, unless dictated otherwise by the nature of the documents provided.
- 9.3 The Contractor retains the right to use the knowledge gained as a result of performance of the work for other purposes, to the extent that no confidential information is disclosed to any third parties as a result.

Article 10. Complaints

- 10.1 The Client will be required to inspect, or cause the inspection of, the items delivered upon delivery. In such inspection, the Contractor is to investigate, *inter alia*, whether the quality and quantity of the items delivered are in conformity with that which has been agreed. Any defects and discrepancies are to be stated on the packing list/invoice and reported to the Contractor in writing within 48 hours, failing which the items delivered will be deemed to be sound.
- 10.2 Any complaints about performances rendered are to be communicated by the Client to the Contractor during performance orally and in writing immediately or, where this is not possible, in writing within 8 days of performance. The notice of default must give as detailed a description as possible of the failure, in order to enable the Contractor to respond adequately.
- 10.3 In no event will the Contractor accept any complaints regarding incorrect quantities, volumes and/or products ordered by the Client, as well as any complaints regarding the packing materials and/or packaging of the Client, or their quality.
- 10.4 In the event of unfounded complaints, the Contractor will be free to charge the costs of investigation to the Client.
- 10.5 If the Client wishes to return products to the Contractor, this will be permitted only after approval by, and in consultation with, the Client's sales contact with the Contractor, who will provide the Client with a return number. Only goods with a return number, in the original, unopened and proper packaging will be accepted.

- 10.6 If the Client returns goods without the consent of the Client's sales contact, the Contractor cannot accept the goods and the return shipment will be refused upon arrival. In no event will the Contractor reimburse any costs incurred as a result.
- 10.7 If it is no longer possible or useful to as yet perform, or remedy, the agreed work, the Contractor will be liable only within the limitations of the provisions set forth under "Liability" and "Warranty" below.

Article 11. Payments

- 11.1 Unless agreed otherwise in writing, payment is to be made in advance by way of bank transfer. Orders will generally be accepted within 48 hours of receipt of payment (or payment confirmation) from the Client. Payment is to be made by the Client within 14 days of acceptance of the Contractor's order confirmation. After that period, the Contractor can no longer reserve the production planning for the Client, and the Contractor will be entitled to cancel the order.
- 11.2 If the Client fails to pay an invoice to the Contractor when due, the Client will be in default by operation of law. In such event, the Client will pay interest equal to the higher of 1.5% per month or part of a month or the statutory interest. Interest on the overdue amount will be calculated from the time that the Client is in default until the time of payment in full.
- 11.3 In the event that the Client is wound up, is ordered bankrupt or files for bankruptcy, is admitted to the statutory debt rescheduling under the Dutch Debt Management (Natural Persons) Act [*Wet schuldsanering natuurlijke personen*], is placed under guardianship, or dies, or if attachment is levied against the Client or the Client is granted a provisional or permanent moratorium on payment of its debts, the claims that the user has against the Client will become immediately due and payable.

Article 12. Cancellation

- 12.1 In the event of cancellation by the Client of the Agreement, the Client will, save as provided in article 5.2 of these general conditions, be required to pay a certain percentage of the agreed price (inclusive of VAT) to the Contractor by way of cancellation costs in accordance with the following schedule, without prejudice to the right to claim full compensation, including lost profits:
- 12.2 In the event of cancellation until 8 weeks before scheduled delivery/performance: 10%;
- In the event of cancellation until 6 weeks before scheduled delivery/performance: 30%;
- In the event of cancellation until 4 weeks before scheduled delivery/performance: 50%;
- In the event of cancellation until 1 week before scheduled delivery/performance: 75%;
- In the event of cancellation less than 1 week before scheduled delivery/performance: 90%.
- 12.3 Notice of cancellation must be given in writing.

Article 13. Costs of collection

- 13.1 If the Client is in default or fails, or fails punctually, to perform its obligations, all reasonable costs incurred to obtain an out-of-court settlement will be payable by the Client. In the event of a monetary claim, the Client will in any event pay costs of collection. The costs of collection will be calculated in accordance with the collection rates, subject to a minimum of EUR 350.
- 13.2 Any reasonably necessary costs incurred by the Contractor in excess of such amount will qualify for reimbursement as well. Any judicial costs and costs of enforcement will also be payable by the Client.

Article 14. Liability

- 14.1 The Contractor excludes any liability for damage or loss, including consequential damage or loss, as a result of the use or delivery of the items delivered by the Contractor.
- 14.2 To the extent that it is established in court that the foregoing complete exclusion of liability cannot be upheld, such liability will be limited to the amount of the payment to be made by the Contractor's insurer, or at least to the invoice amount.
- 14.3 In no event will the Contractor be liable for any indirect damage or loss, including consequential damage or loss, lost turnover and lost profits, lost savings and loss as a result of business interruption.
- 14.4 In no event will the Contractor be liable for any damage or loss as a result of rejected fabrics on or in the item due to amendments to environmental legislation after entering into the Agreement.
- 14.5 In no event will the Contractor be liable for deterioration of the item as a result of improper storage, processing, use or maintenance by the Client or a third party.
- 14.6 The Client will indemnify the Contractor against any claims of third parties that may suffer damage or loss in connection with the performance of the Agreement, which damage or loss is attributable to the Client.
- 14.7 The limitations of liability for direct damage or loss set forth in these general conditions will not apply if the damage or loss is the result of wilful misconduct or gross negligence on the part of the Contractor or its subordinates.

Article 15. Orders/communication

- 15.1 The Contractor will not be liable for any misunderstandings, delays or improper transmission of orders and communications as a result of the use of the Internet or any other means of communication between the Contractor and the Client, or between the Contractor and third parties, save in the event of demonstrable wilful misconduct or gross negligence on the part of the Contractor.
- 15.2 The Client will be ultimately responsible for verification of the accuracy of numbers, products,

delivery address and delivery instructions in the order confirmation.

- 15.3 Any additional costs to be incurred by the Contractor as a result of incomplete or incorrect delivery instructions in the order confirmation will be payable by the Client.
- 15.4 Any costs relating to forwarding, exchange etc. as a result of inaccuracies in the order confirmation verified by the Client will be payable by the Client.

Article 16. MSDS and Safety Assessments

- 16.1 MSDS stands for Material Safety Data Sheet, containing all the details of a product that a standard safety sheet should contain. All up-to-date MSDSs can be found on the website at www.krandp.com. It is the responsibility of the Client to download the latest version before labelling the products.

Article 17. Force majeure

- 17.1 In the event of force majeure, the Contractor will, without prejudice to its other rights, be entitled, at its option, to suspend execution of the Client's order or to dissolve the Agreement without any judicial intervention being required, by giving the Client written notice and without any liability arising on the Contractor's part to pay compensation, unless this would be unacceptable under the circumstances according to standards of reasonableness and fairness.
- 17.2 For purposes of these general conditions, force majeure will include, in addition to the construction thereof according to the law and case law, any and all external causes, either foreseen or unforeseen, beyond the Contractor's control, as a result of which, however, the Contractor is unable to perform all or part of its obligations (or unable to do so in time). This will include strikes at the Contractor's business, transport strikes, traffic congestion, traffic jams, car breakdown, theft, fire, export restrictions, power failure, and stagnation in deliveries by suppliers.

Article 18. Miscellaneous

- 18.1 The products and services supplied by the Contractor may not be resold by the Client using the name and/or product name of the Contractor. Furthermore, the Client may not use the Contractor's name for marketing or advertising purposes. The Contractor's acceptance, whether for a short or for a longer period of time, and whether or not tacitly, of any derogations from these general conditions will not affect its right to demand prompt and strict compliance with these general conditions at a later stage.
- 18.2 If any of the provisions of these general conditions or any other Agreement with the Contractor should be contrary to any applicable legal requirement, the relevant provision will be cancelled and will be

replaced by a new, similar provision to be adopted by the Contractor that is legally permissible.

Article 19. Governing law and competent court

- 19.1 Any and all rights, obligations, offers, orders and Agreements to which these general conditions are applicable, as well as these general conditions, will be governed exclusively by the laws of the Netherlands.
- 19.2 Any disputes that may arise between the parties will be submitted to the exclusive jurisdiction of the competent court in the Netherlands.
- 19.3 In the event of interpretation of the contents and purport of these general conditions, the Dutch text will at all times prevail. The applicable version will at all times be the most recently filed version or the version as applicable at the time of formation of the Agreement.

Article 20. Location and amendment of the conditions

- 20.1 These general conditions have been filed with the Chamber of Commerce under number 57116849.