

General Terms and Conditions of Interfilling B.V.

Article 1. Definitions

In these terms and conditions, the terms below will be defined as follows, unless explicitly stated otherwise:

Agreement:	any Agreement, including these General Terms and Conditions, between Client and Service Provider on the purchase of Products and/or Services by Client from Service Provider, or any other order assignment given by Client to Service Provider, or any related acts or legal acts.
Client:	the party with which Service Provider enters into an Agreement.
Confidential Information:	Information meeting each of the following conditions: <ol style="list-style-type: none">the information is secret in the sense that, as a whole or in the precise composition and arrangement of its components, is not generally known to, or readily accessible by, persons within the circles usually concerned with the type of information in question;the information has commercial value by virtue of its secrecy; andthe information has been subjected by the person lawfully in possession of it to reasonable measures, in the circumstances, to maintain its secrecy. In addition, confidential information is that information which is expressly designated as confidential, or which, because of its expressly confidential nature, must be deemed to be confidential.
General Terms and Conditions:	these general terms and conditions used by Service Provider.
Products:	all products, items, including packaging and packaging materials which are the subject of an Agreement.
Service Provider:	Interfilling B.V., the user of these General Terms and Conditions, the seller.
Services:	all services, not being Products, which are the subject of an Agreement.

Article 2. Applicability

- These General Terms and Conditions are applicable to all requests, offers, assignments, purchase orders, order confirmations, negotiations and Agreements of Service Provider.
- Deviations from or additions to these General Terms and Conditions only apply after written notification or approval by Service Provider. Deviations and/or additions only apply in relation to the Agreement for which the deviations and/or additions were drafted.
- If Service Provider concludes Agreements with Client more than once, the present General Terms and Conditions will apply to all subsequent Agreements, irrespective of whether they have been explicitly declared applicable and Client is deemed to be familiar with these General Terms and Conditions.

- Any applicability of Client's general terms and conditions is hereby expressly excluded, unless otherwise expressly agreed in writing.
- If both parties' general terms and conditions apply, the provisions of Service Provider's General Terms and Conditions will prevail in the event of any contrariety between its General Terms and Conditions and Client's.
- All rights and claims as laid down in these General Terms and Conditions and in possible further Agreements that are stipulated for the benefit of Service Provider are equally stipulated for the benefit of intermediaries and other third parties relied on by Service Provider.
- If Service Provider permits, whether or not tacitly and during a short or longer period of time, deviations from these General Terms and Conditions then this shall not affect its right to yet claim immediate and strict compliance with these General Terms and Conditions.
- References to Dutch legal concepts are deemed to have the meaning given to them in Dutch legislation and regulations, unless otherwise expressly apparent. References to Dutch legal concepts in relation to any other legal system are deemed to refer to the concept that most closely approximates the Dutch legal concept in that legal system.

Article 3. Offers, quotations and Agreements

- All offers of Service Provider are subject to contract and Service Provider expressly reserves the right to change the prices, in particular if this is required in pursuance of (statutory) provisions.
- If Service Provider is asked to issue a quotation but no Agreement is concluded based on same, Service Provider may charge the costs related to the issue of the offer or quotation, as appropriate, to Client.
- Agreements to which Service Provider is a party will be presumed to have been concluded:
 - after an Agreement drafted for that purpose has been signed by both parties; or
 - following receipt and approval of the written acceptance by Client with respect to an offer made by Service Provider; or
 - once the work is commenced or performed.
- Agreements made or commitments undertaken by Service Provider's employees will be binding on Service Provider only if it has sent Client written confirmation of these Agreements and/or commitments.
- Service Provider shall be authorised to refuse orders, without stating its reasons, or to impose certain terms and conditions on the delivery, unless expressly determined otherwise.
- Client is obligated to provide the documentation and/or information requested by Service Provider for entering into and/or performing the Agreement in good time and in the form prescribed by Service Provider. Client warrants and is responsible for the content, accuracy, completeness and topicality of such documentation and/or information and Service Provider may rely on this. Service Provider has no obligation to investigate in this respect.

Article 4. Models/illustrations

- 4.1 If Client has been shown a model, a demo or an illustration, this should be presumed to have been shown as an indication only, unless it has been expressly agreed in writing that the Product to be supplied will be entirely identical.
- 4.2 Any models, illustrations, numbers, measurements, weights or descriptions contained in catalogues/offers/advertisements/price lists are shown as indications only.

Article 5. Prices

- 5.1 The indicated prices for the Products and Services offered by Service Provider are expressed in EUR, excluding VAT, possible taxes and/or other duties, unless indicated or stipulated otherwise in writing.
- 5.2 During the term of an Agreement, Service Provider is entitled to pass on price increases to Client in the event of increases in cost price factors, including – but not limited to – labour costs, transport costs, material costs, changes in taxes and/or levies or energy prices, unless explicitly agreed otherwise in writing. If the price increases amount to more than 25% of the original price – or most recently agreed and/or indexed price in the case of a multi-year Agreement – Client has the right to terminate (in Dutch: "ontbinden") the Agreement within 10 (ten) days of notification by Service Provider by means of a written notification to Service Provider. Client is not entitled to terminate (in Dutch: "ontbinden") the Agreement if that is unacceptable according to standards of reasonableness and fairness with a view to the circumstances of the case. A termination (in Dutch: "ontbinding") pursuant to this paragraph does not give Client any right to compensation. In the event of termination as referred to in this paragraph, Service Provider is entitled to damages and/or compensation for the work it has already performed, without prejudice to its other rights arising from these General Terms and Conditions and/or the Agreement.
- 5.3 Service Provider will be entitled to adjust its prices each year at least by a common cost-of-living adjustment.
- 5.4 Discounts may only be agreed in writing.

Article 6. Delivery periods

- 6.1 The delivery dates indicated by Service Provider are only approximate. A stated completion or delivery date may therefore never be considered as a fatal deadline (in Dutch: "fatale termijn"). If a term is exceeded, Client should give Service Provider written notice of default and grant it a reasonable period of time to comply as yet.
- 6.2 If Service Provider requires certain data from Client in the context of the Agreement's performance, the time of completion/delivery cannot be determined until Client has made the relevant information available to Service Provider.
- 6.3 If the period within in which the Products have to be delivered, or work has to be completed, is expressed in days, a day will be presumed to be a working day, not including days of rest or national holidays. Days on which Service Provider cannot perform any activities due to unworkable weather will not be counted as working days.
- 6.4 Service Provider shall at all times be authorised to deliver an order in its entirety or in parts. In the latter instance Service Provider shall be entitled to invoice each subsequent delivery to Client separately and the transport charges of each and every subsequent delivery shall be at the expense of Client.

- 6.5 If the Agreement provides that Service Provider will use Client's packaging materials and/or packaging, Client must deliver these to Service Provider in good time and in good condition. Any exceeding of the delivery term as a result of non-timely delivery of the packaging materials and/or packaging by Client will never constitute a breach on the part of Service Provider. Service Provider has no obligation to investigate these packaging materials and/or packaging.

Article 7. Delivery and risk

- 7.1 All deliveries take place ex works (EXW) at Service Provider's premises. The risk in respect of the Products shall therefore be at Client's expense during the transport.
- 7.2 All deliveries or collection of Products must be communicated with Service Provider in advance. This can only be done by telephone or e-mail.
- 7.3 All deliveries or collection of Products at Service Provider's premises shall take place on working days between 08:00 and 15:30.
- 7.4 Service Provider is free in the choice of loading, means of transport and forwarder/carrier, unless stipulated otherwise in writing.
- 7.5 Service Provider reserves the right to afterwards invoice additional costs incurred for, by or for the benefit of the transport. This also applies to costs incurred for the preparation of customs documents, storage for the benefit of inward clearance or delay.
- 7.6 In case of deliveries outside of the EU Client is, as the buyer, responsible for the completion of the export document. Failing the same the costs consequently incurred shall be recovered from Client.

Article 8. Retention of title

- 8.1 All materials and other Products supplied by Service Provider, being processed or unprocessed, will remain Service Provider's property until Client has fulfilled all its obligations under the Agreements concluded with Service Provider.
- 8.2 The Products delivered under retention of title, as long as not processed, are to be recognisably kept as the property of Service Provider, separately from similar products delivered by third parties.
- 8.3 Client may not sell, rent, pledge or encumber in any other way any Products covered by the retention of title.
- 8.4 If third parties levy attachment on the Products supplied subject to the retention of title or wish to create or enforce rights in same, Client will be obliged to inform Service Provider thereof in writing as soon as possible.

Article 9. Intellectual and industrial property rights

- 9.1 Without prejudice to the other provisions of these General Terms and Conditions, Service Provider reserves the rights and powers vested in it pursuant to the Dutch Copyright Act and/or any other intellectual and industrial property rights vested in it before entering into any Agreement.
- 9.2 Service Provider does not transfer any of its intellectual and/or industrial property rights to Client and Service Provider expressly does not grant Client a licence to any of its intellectual and/or industrial property rights, unless expressly agreed otherwise in writing.
- 9.3 All documents and items made available by Service Provider, such as reports, recommendations, Agreements, designs, sketches, drawings, brochures, photographs, films, software, etc., are intended for use by Client only, and may not be reproduced, made public

or disclosed to third parties by Client without Service Provider's prior written permission.

9.4 Service Provider will retain the right to use any knowledge acquired during the performance of the activities for other purposes, to the extent that this does not involve making Confidential Information available to third parties.

9.5 The Products and Services delivered and supplied by Service Provider cannot be resold by Client under the name of Service Provider and/or under the product name of Service Provider. Nor can Client use the name of Service Provider for marketing and advertising purposes.

Article 10. Complaints

10.1 Client will be obliged to inspect the delivered Products, or have others do so, upon their delivery or transfer. In doing so, Client should inspect, inter alia, whether the quality and quantity of the Products supplied are in accordance with the Agreements made. Any visible defects and deviations must be stated on the packing list/invoice and reported to Service Provider in writing within 48 hours, in default of which the Products delivered will be presumed to be sound.

10.2 Any non-visible defects and/or deviations which Client could not have possibly discovered during inspection of the delivered Products, have to be reported to Service Provider in writing within 48 hours of discovery or within 48 hours from the moment the defect and/or deviation could have reasonably been discovered by Client.

10.3 Client should communicate to Service Provider any complaints pertaining to performances delivered verbally and in writing immediately during such performance or, if this is not possible, in writing within eight days of the relevant performance. The notice of default should specify the defect in as much detail as possible, so as to enable Service Provider to respond adequately.

10.4 Complaints with regard to quantities, volumes and/or Products incorrectly ordered by Client or with regard to (the quality of) packaging or packaging materials provided by Client are not accepted by Service Provider.

10.5 In the event of any unfounded complaints, Service Provider will be free to charge Client the costs of investigating the relevant complaint.

10.6 Client is only permitted to return Products to Service Provider with consent of and in Agreement with Client's sales contact person at Service Provider who shall provide Client with a return number. Only Products with a return number in original, unopened and solid packaging are taken back.

10.7 Should Client return Products without consent of Client's sales contact person then Service Provider cannot take receipt of the Products and shall refuse the return shipment upon arrival. The thereto related costs shall not be reimbursed by Service Provider.

10.8 If it has become impossible or pointless to perform repairs or replace Products, Service Provider will be liable only within the limits of the Article 14 'Liability'.

Article 11. Payments

11.1 The payment must, unless stipulated otherwise in writing, be paid in advance through a bank transfer. Orders are usually processed within 48 hours after Client's payment (or payment confirmation) has been received. Client's payment must at the latest take place within 14 days after acceptance of the order confirmation of Service Provider. After this time limit Service Provider can no longer book the production planning for Client and

Service Provider shall in that case be entitled to cancel the order.

11.2 If Client fails to pay an invoice to Service Provider in a timely fashion then Client is in default by operation of law. Client is then liable to pay an interest of 1.5% per month or part of a month, unless the statutory interest is higher in which instance Client is liable to pay the statutory interest. The interest over the claimable amount shall be calculated as from the moment that Client is in default up to the moment of satisfaction in full of the payable amount. All possible extrajudicial, judicial and enforcement costs shall also be recovered from Client.

11.3 If Client is liquidated, is declared bankrupt or its bankruptcy is filed for, is admitted to statutory composition pursuant to the Dutch Natural Persons Composition Act ("WSNP"), is placed under guardianship, dies, attachment is levied against it or is granted a suspension of payments, provisionally or otherwise, or in any event comparable to the aforementioned situations, Service Provider's claims vis-à-vis Client will become immediately due and payable.

Article 12. Cancellation

12.1 If Client cancels the Agreement, Client will be obliged, in accordance with the arrangement laid down below, to pay Service Provider a fixed percentage of the agreed price (including Dutch VAT) in cancellation costs, without prejudice to Service Provider's right to full damages, including loss of profit:

- a) in the event of cancellation up to 8 weeks before the scheduled delivery/performance: 10% of the agreed price for the delivery / performance;
- b) in the event of cancellation up to 6 weeks before the scheduled delivery/performance: 30% of the agreed price for the delivery / performance;
- c) in the event of cancellation up to 4 weeks before the scheduled delivery/performance: 50% of the agreed price for the delivery / performance;
- d) in the event of cancellation up to 1 week before the scheduled delivery/performance: 75% of the agreed price for the delivery / performance;
- e) in the event of cancellation less than 1 week before the scheduled delivery/implementation: 90% of the agreed price for the delivery / performance.

12.3 Notice of cancellation must be given in writing.

Article 13. Collection costs

13.1 Service Provider is entitled to immediately hand over its claim regarding an unpaid invoice for debt collection, if Client is in default in the fulfilment of its obligations.

13.2 If Client is in default or breach of contract regarding the performance or timely performance of its obligations, all reasonable costs incurred in obtaining payment extrajudicially will be borne by Client. Client will in any case owe the user debt collection costs in the event of a financial claim. The collection costs will at least be 15% of the due payment, including interest.

13.2 If the user has incurred higher costs which were reasonably necessary, those costs will also qualify for compensation. Court costs and enforcement costs will also be borne by Client.

Article 14. Liability

- 14.1 Service Provider excludes any and all liability for damages, including consequential damages, caused by the use or delivery of the Products delivered by Service Provider.
- 14.2 To the extent that it is established in court that the aforementioned complete exclusion cannot be upheld the liability of Service Provider will be limited to the amount paid out by its insurer, or in any event to the invoice amount (excluding VAT) of the Products / Services in relation to which the damage has occurred.
- 14.3 Service Provider will under no circumstances be liable for any indirect damage, including consequential damage, loss of turnover or profit, loss of savings or any damage due to interruptions in business operations.
- 14.4 Service Provider will under no circumstances be liable for damage resulting from materials on or in the Product that have been declared unfit because the environmental legislation has changed since the Agreement's conclusion.
- 14.5 Service Provider will under no circumstances be liable for any deterioration of the Product due to improper storage, processing, use or maintenance by Client or a third party.
- 14.6 Service Provider will under no circumstances be liable for any damage in connection with, or as a result of, incorrect, outdated or incomplete data provided by Client.
- 14.7 Service Provider will under no circumstances be liable for any damage in connection with, or as a result of, the use of the packaging materials and/or packaging supplied by Client.
- 14.8 Client shall indemnify Service Provider against any claims of third parties that may incur damage in connection with the performance of the Agreement, which damage is attributable to Client.
- 14.9 The limitations of liability with respect to direct damage laid down in these General Terms and Conditions will not apply in the event that the damage is attributable to an intentional act or omission or gross negligence on the part of Service Provider or its executive employees. Client indemnifies and holds Service Provider harmless against all possible claims by third parties, expressly including but not limited to Client's own employees and end users, on account of alleged damage, for whatever reason, in the broadest sense of the word, arising as a result of or in connection with the Products or Services, unless the damage is due to the wilful intent or gross negligence of Client itself in the performance of the Agreement, excluding its non-executive subordinates.
- 14.10 All rights of claim of Client against Service Provider, either on account of a failure in the fulfilment of an Agreement, or on account of an unlawful act/tort (in Dutch: "onrechtmatige daad"), or on any other ground, shall lapse as soon as a period of one year has elapsed after the first day on which Client could have been aware of the existence of those rights of claim and Client has not brought the relevant claims in court within that one-year period.

Article 15. Orders / communication

- 15.1 Service Provider shall not be liable for misunderstandings, delays or improper transmissions of order data and communications as a result of the use of the internet or any other means of communication in the traffic between Client and Service Provider or between Service Provider and third parties, to the extent related to the relationship between Client and Service Provider, unless and to the extent that there may be question of intent or gross negligence on the part of Service Provider.

- 15.2 The final responsibility for the inspection of the correctness of numbers, Products, delivery address and delivery instructions of the order confirmation is borne by Client.
- 15.3 The additional costs possibly incurred by Service Provider due to incomplete or incorrect delivery instructions on the order confirmation are at Client's expense.
- 15.4 Costs with regard to forwarding, exchange, and the like due to incorrectness of the order confirmation checked by Client is at Client's expense.

Article 16. MSDS and Safety Assessments

- 16.1 MSDS stands for Material Safety Data Sheet, outlining all data about a product that must contain a standard safety sheet. All up to date MSDS are available on the website: www.krandp.com. Client is personally responsible for the downloading of the latest version before Client starts providing its products with labels.

Article 17. Force majeure

- 17.1 Without prejudice to the other rights vested in Service Provider, in case of force majeure Service Provider shall, at its own discretion, be entitled to exceed the deadline, suspend the implementation of Client's order or to terminate (in Dutch: "ontbinden") – in whole or in part – the Agreement without judicial intervention, such by informing Client accordingly in writing and such without Service Provider being liable to pay any compensation, unless this would in the given circumstances be unacceptable according to the principles of reasonableness and fairness. For purposes of these General Terms and Conditions, the term 'force majeure' will cover - in addition to its definition in law and legal precedent – all external causes, foreseen or otherwise, which Service Provider is unable to influence, but as a result of which Service Provider is unable to fulfil its obligations.
- 17.2 Situations of force majeure include, but are not limited to:
- a) shortage of staff, strikes, or illness of staff at Service Provider's company or third companies engaged by it;
 - b) devaluation of money;
 - c) fire, flooding or other acts of nature;
 - d) lack of resources or raw materials;
 - e) blockade, import or export impediments;
 - f) epidemics, pandemics;
 - g) government measures;
 - h) transport strikes, traffic congestion, traffic jams, car trouble or any other transport problems;
 - i) faulty material;
 - j) failure of third parties to deliver products, raw materials or other items to Service Provider on time or at all;
 - k) energy crisis or power failures;
 - l) seizure or theft of stock or equipment at Service Provider or third parties engaged by it;
 - m) business interruptions;
 - n) restrictions or cessation of supplies by public utilities;
 - o) action by trade unions, selective striking or instances of work-to-rule;
 - p) unforeseen problems in production or transport;
 - q) liquidity problems at Service Provider or third parties engaged by it;
 - r) acts of war or terrorism or insurgency;

- s) defectiveness of items, equipment, software or materials of third parties, the use of which has been prescribed to Service Provider by Client;
- t) outage of internet, data networks or telecommunications facilities; and
- u) any other circumstance not solely dependent on Service Providers' will.

17.3 Should the force majeure situation persist for more than 4 months, both parties shall be entitled to terminate (in Dutch: "ontbinden") the Agreement by a written statement to that effect, in which case Service Provider shall not be liable for any damages or compensation.

17.4 If performance by Service Provider becomes temporarily impossible, reduced in quality, more expensive, difficult or inconvenient due to events that do not depend solely on the will of Service Provider, this shall also constitute force majeure.

17.5 If, at the time of termination (in Dutch: "ontbinding") pursuant to this article, part of the Agreement has already been performed by Service Provider, Client is obliged to pay for that which has already been delivered and/or performed with due observance of the agreed price plus any costs already incurred by Service Provider, with Client being obliged to pay this invoice as if it were a separate agreement.

Article 18. Applicable law and competent court

18.1 Dutch law is exclusively applicable to all rights, obligations, offers, orders and Agreements to which these General Terms and Conditions are applicable as also to these General Terms and Conditions.

18.2 All disputes between the parties shall exclusively be brought to the cognisance of the competent court of Oost-Brabant in the Netherlands.

18.3 Instead of settlement of disputes by the aforementioned competent court, Service Provider can choose – at its sole discretion – to settle disputes in accordance with the Rules of Arbitration of the International Chamber of Commerce (the **ICC**) (Paris), as they apply on the date of commencement of the arbitration proceedings, whereby:

- a) the arbitration proceedings will be conducted and all documents will be submitted to or by the arbitrator(s) in the English language;
- b) the place of arbitration is Amsterdam, the Netherlands, possibly at the Chamber of Commerce, to be chosen at Service Provider's sole discretion;
- c) in principle, the arbitral tribunal shall be composed of a sole arbitrator. If the parties fail to nominate this sole arbitrator with one voice within thirty (30) calendar days from the date when the claiming party's request for arbitration has been received by the other party, the sole arbitrator shall be appointed by The International Court of Arbitration (the **Court**) of the ICC within as short a time as possible. While appointing the sole arbitrator, parties and/or the Court shall consider the prospective arbitrator's nationality, residence and other relationships with the countries of which parties are nationals and the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the ICC's Rules. The sole arbitrator shall be of a nationality other than those of the parties;
- d) in the event that the claim to be submitted by the party drawing up the request for arbitration (most likely) exceeds a financial interest of € 200.000,-, the arbitral tribunal shall be composed of three arbitrators. The parties to the dispute shall then each nominate one arbitrator

within 30 (thirty) calendar days from the date of the claiming party's request for arbitration. If a party fails to nominate an arbitrator, the appointment shall be made by the Court. The two nominated arbitrators shall together nominate a third arbitrator, also to be the president of the arbitral tribunal. The president of the arbitral tribunal shall be of a nationality other than those of the parties. At least one arbitrator shall have a legal background and at least one arbitrator shall have (extensive) experience in the relevant industry;

- e) the arbitral tribunal shall decide *ex aequo et bono* (in Dutch: "*als goede mannen naar billijkheid*");
- f) the arbitral tribunal is authorized, at the request of a party, to take precautionary or provisional measures and to render an award in summary arbitral proceedings;
- g) consolidation of the arbitration proceedings with arbitration proceedings pending in an (other) arbitral tribunal in the Netherlands, as provided in Section 1046 of the Dutch Code of Civil Proceedings, is excluded, unless the parties only are parties to those proceedings;
- h) the arbitral award is subject to appeal; and
- i) the parties to the dispute will treat the award rendered by the arbitral tribunal confidentially, and the ICC is not authorized to publish or cause the publication of the award.

18.4 The Dutch text of these General Terms and Conditions shall always be decisive in case of the interpretation of the content thereof. The latest version filed and/or the version applicable at the time of the conclusion of the Agreement is always applicable.

Article 19. Source and change of the General Terms and Conditions

19.1 These General Terms and Conditions were filed with the Chamber of Commerce under number 57116849.

19.2 Service Provider is authorised to amend these General Terms and Conditions. After Service Provider has informed Client in writing of the existence of those amended General Terms and Conditions, the amended General Terms and Conditions apply to existing requests, quotations and negotiations already entered into.

19.3 If one or more provisions of these General Terms and Conditions or any other Agreement with Service Provider is in breach of any applicable statutory provision then the relevant provision shall expire and be replaced by a new legally permissible comparable provision to be established by Service Provider