

General Terms and Conditions of Sale:

Halma Packaging BV
PO Box 173
6600 AD
Wijchen
The Netherlands

Hereinafter: "Halma"

Article 1: Definitions

1. In these General Terms and Conditions the following terms have the meaning given to them below, unless the context clearly provides otherwise:

Halma: the user of these General Terms and Conditions.

Contract Party: the party to an agreement with Halma, acting in the execution of a profession or a business.

Agreement: the agreement concluded between Halma and the Contract Party. Agreements within the meaning of these Conditions include sale and purchase agreements, commission agreements, and related agreements.

Supplier: Halma's supplier.

Article 2: Applicability

1. The following conditions are exclusively applicable to all agreements Halma concludes with third parties, unless explicitly agreed otherwise.
2. The Contract Party explicitly waives the applicability of any conditions of sale and payment other than these Conditions, including any general terms and conditions of sale and payment of its own or of the sector it belongs to.
3. Any stipulations that deviate from these Conditions are binding if agreed in writing only.

Article 3: Prices

1. All agreements with Halma are understood to be concluded in the place where Halma has its registered office, both in respect of the execution and of payment. All stated prices are in EURO (unless otherwise stated) and are exclusive of VAT and other government levies.
2. Halma shall not be obliged to fulfil an Agreement at a stated price if the price is manifestly based on a printing or writing error.

3. Halma shall be entitled to charge the Contract Party an increase in price in current agreements in the following instance: if the Supplier increases the agreed price because one or more of the following circumstances arise after the Agreement was concluded: increase of costs of materials, semi-finished goods, or services required for the execution of the Agreement; increase in transport costs, wages, employer's social security contributions, or other costs related to terms of employment; introduction of new or increase of existing government levies on raw materials, energy or residues; a major change in exchange rates; or, in general, any circumstances that are comparable to the above.

Article 4: Place and manner of delivery

1. All deliveries are free domicile, unless stated otherwise.
2. If it is agreed that the transport will be carried out by or on behalf of the Contract Party, delivery takes place at the moment of delivery at the agreed location.
3. If the goods are stored for the Contract Party by or on behalf of Halma, at Halma's or at a third party's, delivery takes place at the moment when the goods are stored. If goods of the Contract Party are stored at Halma's, this will be for the account and risk of the Contract Party and for a maximum period of one year, unless parties agree otherwise.
4. The Contract Party shall not be entitled to dissolve the Agreement or to compensation due to any delays in the delivery if these are within reasonable bounds.
5. The Contract Party shall fully cooperate with the delivery of the goods to be delivered by Halma or the Supplier under the Agreement. The Contract Party shall be in default, without a notice of default being required, if he does not pick up the goods from Halma or from the Supplier at Halma's or the Supplier's first request or, if delivery to his address is agreed, if he refuses to take delivery of the goods to be delivered.
6. If the goods are directly delivered to the Contract Party by the Supplier, Halma stipulates on behalf of the Supplier, as a so-called third-party clause: the Supplier shall not be required to keep the relevant goods for the benefit of the Contract Party. If the Supplier and the Contract Party agree that the goods shall be kept by Supplier, the

Supplier shall do so for the account and risk of the Contract Party and for a period not exceeding one year and without the Supplier guaranteeing the suitability for repeated use.

Article 5: Risk

1. The risk for the goods shall pass to the Contract Party as from the moment of delivery or, if the Contract Party does not cooperate with the delivery, as from the moment delivery is refused.

Article 6: Guarantee

1. Halma undertakes towards the Contract Party that the delivered goods shall comply with the description, quality and quantity as agreed between Halma and the Contract Party in the order confirmation.
2. Halma warrants the soundness of the goods it delivers. However, Halma does not warrant defects that occur as a result of abnormal use.

Article 7: Retention of title

1. Halma retains title in the goods it has delivered until the Contract Party has complied with all its payment obligations.
2. For as long as Halma still has an outstanding claim on the Contract Party, the Contract Party shall not be allowed to dispose of the goods Halma has delivered.
3. The goods Halma has delivered may only be resold as part of the normal business activities of the Contract Party, unless a situation occurs as described in Article 7.4.
4. For as long as the Contract Party has not paid for the goods and/or there is good cause to fear that the Contract Party will not comply with its payment obligations, Halma shall at all times and without judicial intervention be entitled to repossess the goods it has delivered and that are still present at the Contract Party's or at third parties'. The Contract Party shall be required to cooperate with such repossession.
5. Article 7.4 does not exclude any further actions by Halma against the Contract Party.

Article 8: Force majeure

1. Halma shall not be obliged to execute the Agreement, if this is made impossible or hindered by an instance of force majeure.
2. Force majeure shall be understood to mean: any unforeseen circumstance or

circumstance beyond the control of Halma, including: war and kindred risks, riots, sabotage, boycotts, strikes, sit-ins, blockades, shortage of raw materials, disruptions in factory or transport of any kind, damage to machinery, theft, absenteeism due to sickness of Halma personnel to such extent that the execution of the Agreement is seriously impeded, frost, storm, unworkable weather, failure on the part of suppliers and/or other third parties Halma has contracted for the execution of the Agreement, government measures that result in an impediment, natural disasters.

3. If the Agreement has already been partially executed and the remaining delivery obligation suffers a delay of more than 60 days as a result of force majeure, the Contract Party shall be entitled to retain the already delivered goods and to pay the price due for these goods, to the extent that they have not yet been paid. If the already delivered goods are of no value due to the inability to deliver the remaining goods, the Contract Party may consider the Agreement dissolved. This shall also be the case in respect of the part of the Agreement that has already been executed, provided that the Contract Party returns the already delivered goods to Halma in the condition in which they were delivered by Halma and provided the Contract Party compensates Halma for the costs Halma has incurred in respect of the delivery. In that instance Halma is obliged to refund the price to the Contract Party, to the extent that it has already been paid, after deducting the incurred costs.

Article 9: Differences in (printed) packaging

1. Minor differences between the delivered printed matter on the one hand and the original design, drawing, copy, or model, respectively the typesetting or other proofs, on the other, shall in no event constitute a reason for refusal, discount, dissolution of the Agreement, or compensation.
2. Differences that, all things considered, have in reason no or only limited impact on the practical value of the printed matter shall be understood to be minor differences.
3. A percentage of 10% in excess or short of the agreed deliveries for printed packaging shall at all times be allowed. What is

delivered in excess or short shall be charged or settled, as the case may be.

4. With regard to the quality and the weight in grams of paper and cardboard packaging, differences shall be understood to be minor if they are differences that are allowed pursuant to the tolerance as stated in the tolerance standards of the cardboard supplier. The relevant specifications are open for inspection at the Supplier's.

Article 10: Complaints

1. The Contract Party is required to inspect the goods upon delivery on all qualities and/or defects that are observable with the naked eye.
2. All complaints must be submitted to Halma in writing within 14 days after delivery of the goods.
3. If the goods are delivered directly by (Halma's) Supplier to the Contract Party, the Contract Party accepts that the Supplier warrants the delivery and the soundness of the goods in accordance with the instructions given by Halma and/or in accordance with the specifications agreed between Halma and the Contract Party. In that event Halma warrants the Contract Party that the Supplier shall comply with the above.
4. All complaints in respect of a situation as described in article 10.3 must be submitted to Halma in writing within 14 days after the delivery of the goods.
5. In the above-mentioned instances the relevant shipment must remain available in its entirety. The Contract Party shall furthermore allow Halma, or in the event of a situation as described in article 10.3: the Supplier, to inspect the shipment, also in the event that the shipment is present at a third party's.
6. The Contract Party shall at all times be required to ensure the preservation of the goods as a good debtor.
7. If the delivered goods are taken into use, or have been processed or treated, the Contract Party shall be understood to have accepted the goods unconditionally and is it no longer allowed to submit a complaint with respect to them.
8. The right to complain lapses after the period of 14 days mentioned in articles 10.2 and 10.4 has expired.

Article 11: Liability Halma

1. Halma explicitly excludes any liability for any loss, including consequential loss, that arises directly or indirectly from the execution of any Agreement towards the Contract Party and/or towards third parties, unless in the event of intent or gross negligence on the part of Halma.
2. Halma's liability in respect of the loss mentioned in article 11.1 is furthermore limited to the amount for which it has insured itself, or to the invoiced amount for the relevant order.
3. The Contract Party shall at all times be required to limit damage to the delivered goods as much as possible.
4. Halma shall in no event be liable for loss that has not been established in a court of law.

Article 12: Payment

1. All delivered goods are payable within 30 days after the date of the invoice pertaining to the delivery, unless the parties agree otherwise in writing.
2. All payments are in first instance used to settle interests and costs and subsequently to settle each time the oldest outstanding invoice.
3. The Contract Party is not allowed to set off payments with any claim or to suspend any obligations it has or believes it has, unless Halma has sent the Contract Party a credit note or unless Halma is ordered by court order to pay the Contract Party a sum of money.
4. If the Contract Party exceeds the term mentioned in article 12.1, it shall owe default interest of 1% per month, without prejudice to the seller's right to claim statutory compensation.
5. If Halma has reasonable doubts about the Contract Party's ability to pay, Halma may postpone the delivery of goods until the Contract Party has provided adequate security for payment of the purchase price.

Article 13: Packaging

1. Halma undertakes towards the Contract Party to properly package the goods and to secure them in such a manner that the goods, under normal transport conditions, will arrive at their destination in a proper state.

2. In the situation described in article 10.3 the Contract Party shall accept that the Supplier warrants that the goods will be properly packaged and will be secured in such a manner that the goods, under normal transport conditions, will arrive at their destination in a proper state. In that instance Halma warrants towards the Contract Party that the Supplier shall comply with the above.
3. The goods delivered by Halma may be delivered on two types of pallets: wooden pallets and plastic pallets. These pallets remain the property of Halma. The Contract Party is only granted possession of both types of pallets subject to the obligation to return same to Halma.
4. On the invoice of the relevant delivery a deposit shall be charged for the plastic pallets. This deposit shall be credited on the invoice of a next delivery, provided that the plastic pallets have been returned. If there is no next delivery, the deposit shall be refunded within ... days after the plastic pallets have been returned.
5. No deposit shall be refunded on plastic pallets that are not returned to Halma, or that are not returned in a proper state.
6. Halma's administration shall be decisive for determining the quantity of plastic pallets the Contract Party has in its possession. The Supplier's administration shall be decisive for determining the quantity of euro pallets the Contract Party has in its possession.
7. The Contract Party shall be obliged to pay compensation to Halma with respect to plastic pallets that are not returned or that are returned in a damaged state. To the extent that it has not yet been refunded, the deposit shall be deducted from any compensation that is payable by the Contract Party.
8. The Contract Party shall be obliged to pay compensation to Halma with respect to wooden pallets that are not returned or that are returned in a damaged state.

Article 14: Industrial and Intellectual Property Rights

1. For the benefit of the Supplier Halma stipulates as a so-called third-party clause: all intellectual and/or industrial property rights and/or copyrights that rest on the goods manufactured by the Supplier, including means of production, semi-

finished goods and auxiliary materials, shall remain the property of the Supplier, including if they are stated as a separate item in the offer, the quote or the invoice.

2. For the benefit of the Supplier Halma stipulates as a so-called third-party clause: the Supplier shall not be obliged to transfer the rights referred to in article 14.1 to the Contract Party.
3. The Contract Party guarantees Halma that as a result of performing the Agreement, and specifically by reproducing or disclosing the products received from the Contract Party, including copy, type, models, drawings, photographic pictures, lithos, films, information carriers, computer programmes, data files etc., no third-party rights are infringed that may be asserted under the Dutch Copyright Act 1912 or under other Dutch, supranational or international regulations in the field of copyright or industrial property rights or the tort laws. The Contract Party shall indemnify Halma both in courts of law and outside against any third-party claims that are asserted under the afore-mentioned laws and regulations.
4. If serious doubts arise or continue to exist with regard to the correctness of the rights alleged by third parties as referred to in articles 14.1 or 14.4, Halma shall be entitled, but shall not be obliged, to suspend the execution of the Agreement until it has definitely been decided in a court of law that Halma does not infringing these rights by performing the Agreement. Thereupon Halma shall execute the order as yet within a reasonable period of time.
5. Unless it is explicitly agreed otherwise in writing, Halma shall at all times remain the party entitled to the copyright that might be created on the works it produces in the performance of the Agreement, such as copy, type, design drawings, models, work and detailed drawings, information carriers, computer programmes, data files, photographic pictures, lithos, films and similar means of production and auxiliary materials, including if the relevant activities are stated as separate items in the quote or on the invoice.
6. No goods supplied or to be supplied by Halma in accordance with a design made by Halma, such as copy, type, design drawings, models, work and detailed drawings, information carriers, computer programmes,

data files, photographic pictures, lithos, films and similar means of production and auxiliary materials, nor any part that has to be considered as essential to such design, may be reproduced within the context of any production process without Halma's written permission, included if and to the extent that no copyright or other statutory protection exists for Halma on the design in that respect.

7. After Halma has delivered the goods the Contract Party obtains the non-exclusive right to use the works within the meaning of the Dutch Copyright Act 1912 produced by the Supplier within the context of the Agreement, or the works within the meaning of article 14.4. The said right to use is restricted to the right to a normal use of the delivered goods and specifically does not include the use for reproduction purposes of these goods within the context of any production process.

1. Any disputes arising from purchase and commission agreements concluded with Halma, including in respect of claims that are due and payable, shall be settled by the competent court in the place where Halma has its registered office with the exclusion of any other judicial authority, unless the law provides otherwise.
2. In deviation from article 17.1 the parties may agree in writing that the dispute will be settled by another judicial authority.

Article 15: Dissolution and liability Contract Party

1. If the Contract Party fails to (timely) comply with its obligations as set forth above, Halma may suspend any further delivery. In that event the Contract Party shall be in default and Halma shall be entitled to dissolve the Agreement by way of a written notification, without judicial intervention being required. In that event the Contract Party shall be liable for any loss that Halma has suffered, including loss of profit, damage to goods, costs and interests, transport costs, commission, judicial and extrajudicial costs, as well as all other direct or indirect costs related to the sale.
2. All extrajudicial costs to be incurred by the Supplier in the event that the Contract Party fails to comply, or to comply in time, with its obligations shall be entirely for the account of the Contract Party. The extrajudicial costs incurred by the Supplier shall amount to 10% of the total amount the Contract Party owes the Supplier, with a minimum of EUR 500.

Article 16: Applicable law

1. All Agreements, both purchase agreements and otherwise, are exclusively governed by Netherlands law, including the Vienna Sales Convention. The Dutch text is binding.

Article 17: Disputes