

General Purchase Conditions

Halma Packaging BV
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Further herein referred to as Halma.

Clause 1: Definitions

1. In these General Conditions the terms below have the following meaning unless explicitly otherwise indicated.

Halma: the user of the General Conditions.

Other Party: the party contracting with Halma acting in the course of his profession or trade

Agreement: the agreement between Halma and the Other Party.

Customer: Halma's clientele to whom Halma supplies the products of the Other Party amongst other things and for the benefit of whom Halma agrees rights and claims by way of a third-party clause.

Clause 2: Scope

1. The following Purchase Conditions apply exclusively to all Agreements made with third parties by Halma unless explicitly otherwise agreed.

Clause 3: Formation of the Agreement

1. Within 2 working days after the date of an order originating from Halma, the Other Party shall return it signed for approval or notify Halma in writing that the order has not been accepted. In the absence of any written response within the period of 2 working days stated above, the Other Party is deemed to have accepted the order. The Agreement is made by acceptance of the order.
2. Clause 3, paragraph 1, is not without prejudice that Halma is at all times entitled to withdraw a placed order within a reasonable period.
3. The Other Party explicitly relinquishes to Halma the applicability of any conditions of sale and payment other than the present one, including any of its own and general-branch conditions of sale and payment.
4. Stipulations deviating from these Conditions are exclusively binding if they have been agreed in writing.

Clause 4: Prices

1. The Other Party is only entitled to pass on price increases in current agreements in the following cases. If after the Agreement has been formed one or more of the following circumstances occur: rise in the costs of materials, semi-finished products or services required to perform the Agreement, rise in forwarding costs, cost of wages, employers' national insurance contributions, or of other costs related to employment conditions, introduction of new or increase in existing government levies on raw materials, energy or residual substances or a considerable change in currency ratios.

Clause 5: Non-performance

1. Halma is at all times entitled to withdraw one or more placed orders if they have reasonable doubt as to the soundness of the performance by the Other Party. Moreover, Halma will be able to give notice of termination of these Agreements with immediate effect or dissolve them, without prejudice to their other rights in this connection and without any obligation to pay damages.

Clause 6: Delivery and taking delivery

1. The Other Party undertakes - if so required by Halma - to allow the performance of the delivery of the products to take place directly to Halma's Customers according to instructions given by Halma. In that case the delivery will be taken at the agreed location.
2. Halma is entitled to complain in writing and within 15 days after the delivery. The Other Party will permit Customers to complain to him in writing and within 15 days if he has supplied the respective Customer(s) directly.
3. The Other Party undertakes to Halma to supply both to Halma's Customers as well as to Halma themselves, products the quantity, quality and soundness of which meet the requirements agreed with Halma in the order. Any additional costs resulting from deviations from the agreed manner of transport are at the expense of the Other Party.
4. The Other Party undertakes both with regard to delivery to Halma as well as delivery to Halma's Customers, to package the products properly and to protect them in such a manner that during normal transport the products reach their destination in good condition.
5. The delivery date stated on the order counts as a deadline.
6. On delivery of products to Halma, Halma themselves should check any visually noticeable qualities and/or faults. If the Other Party supplies one of Halma's Customers directly, the Other Party will accept that the respective Customer should check this.
7. Halma or their Customers will be at all times entitled to reject the products delivered to them if the products supplied do not correspond with what has been agreed in respect to them in the order.
8. In the event of the products being rejected by Halma or their Customers, the Other Party will be obliged to supply replacement goods within 1 day (within the country) or 2 days respectively (abroad) or to co-operate in the dissolution of the Agreement. The Other Party will be charged with the costs of the return. In addition, the risk of the products is deemed at all times to have remained with the Other Party. All this does not affect the rights of Halma or their Customers to compensation from the Other Party.
9. Halma is not obliged to take delivery of more products and/or other compositions of products than that specified on the order.
10. If the Other Party uses euro-pallets in his deliveries to both Halma as well as their Customers, he must keep meticulous records of this.

11. Halma stipulates the following for the benefit of the Other Party: In the event of direct deliveries by the Other Party to a Customer, the Other Party will not be obliged to retain the products for Halma's Customers. If the Other Party and one of Halma's Customers agree that the Other Party will retain these products, this will take place for a duration of not more than one year and without the supplier guaranteeing the suitability for repeated use. Moreover, this safekeeping will be at the expense and risk of the Customer.
12. The Other Party is obliged to deliver the products to be supplied with due observance of the quality and hygiene standards current at the time.

Clause 7: Force-majeure

1. The Other Party - as soon as he can reasonably foresee that, due to force-majeure, he cannot or cannot fully fulfil any obligation under the contract of sale entered into with Halma - will notify Halma of this immediately in writing. The notice shall include the nature of the force-majeure, the measures he has taken, the probable duration of the force-majeure situation and its consequences for the performance of the Agreement.
2. If the vendor does not promptly or does not fully report the force-majeure situation or does not comply otherwise with clause 7, paragraph 1, he will no longer be entitled to exercise his reliance on force-majeure and he will not be entitled to postpone his obligations.
3. The term force-majeure means a circumstance beyond the control of the Other Party or unforeseen by him such as: war, or similar situations, riots, sabotage, boycott, work strikes, occupation, blockade, transport disturbances of any nature whatsoever, theft, absenteeism due to illness of the Other Party's personnel such that the performance of the Agreement is seriously prejudiced, frost, storm, obstructive weather conditions, shortcomings of suppliers, transporters and/or other third parties engaged by the Other Party for the performance of the Agreement, government measures constituting a hindrance, as well as natural disasters.

Clause 8: Liability

1. The Other Party shall safeguard Halma against claims from third parties due to product liability of products supplied by the Other Party to Halma or to Halma's Customers.
2. The Other Party guarantees that the products he supplies and their use will take place without violating any legal provisions or any right of third parties with regard to industrial and/or intellectual property rights. The Other Party will therefore indemnify Halma against any loss which might result from a violation such as is meant above.
3. The Other Party will indemnify Halma or any of Halma's Customers for all losses suffered if the Other Party does not fulfil the provisions laid down in the Agreement or in these General Conditions without invoking any exoneration clauses.
4. If the Other Party is liable for the damage suffered by Halma or any of Halma's Customers, the Other Party will indemnify this loss immediately.

Clause 9: Payment

1. Unless otherwise agreed, payment will only take place after invoicing which should in any event be done within 15 days after the Other Party has performed, all this on pain of the extinction of the right still to submit the invoice; payment will take place by transfer into the bank account of the Other Party.
2. On improper or non-performance, Halma will be entitled to suspend their obligations to pay.
3. Repayment by the Other Party in connection with returns and packaging will take place by transfer into a bank account to this end indicated by Halma. Set-off or suspension by the Other Party is not allowed in this respect.
4. Halma will be entitled at all times to set-off amounts due to the Other Party against claims they have on the Other Party for any reason whatsoever.

Clause 10: Industrial and intellectual property rights

1. Halma has included a third-party clause in their General Conditions of Sale and Delivery for the benefit of the Other Party. This third-party clause entails that all intellectual and/or industrial property rights and/or copyrights attached to the products supplied by the Other Party, such as production resources, semi-finished products and aids remain the property of the Other Party even if they are specified as a separate item on the offer, in the proposal or the invoice.
2. Halma or - in the event of direct delivery to one of their Customers - the Customer will obtain a non-exclusive right after delivery to use the delivered products as meant in paragraph 1 of this clause. The right of use is limited to the right to normal use of the delivered products and in particular does not mean the reproduction of these products in connection with any production process.
3. If any new intellectual and/or industrial property right and/or any copyright is created by addition of a work made by Halma to an item supplied by the Other Party, Halma will become the party entitled to the new rights created with due observance of the provisions set out in paragraph 1 of this clause.
4. The Other Party safeguards Halma both in court as well as out of court against claims from third parties under industrial and/or intellectual property rights and/or copyrights.

Clause 11: Applicable law

1. All agreements, both contracts of sale as well as other agreements, are exclusively governed by Dutch law including the Vienna Sales Convention. The Dutch text is decisive.

Clause 12: Disputes

1. All disputes arising from agreements made with Halma, including the claim for payment of outstanding amounts, will - unless otherwise provided for by law - with the exclusion of any other institution be heard by the competent court in the place where Halma is established.
2. Contrary to the provisions set out in clause 12, paragraph 1, the parties may agree in writing to procure the adjudication of the dispute by another body.