

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF DAKLAPACK GROUP

CHAPTER I - GENERAL

1. General

- 1.1 These general terms and conditions of sale and delivery apply to all proposals made, agreements entered into with, and products delivered and services provided by the DaklaPack Group, hereinafter to be referred to as: "DaklaPack". DaklaPack means the private limited liability companies under the laws of the Netherlands: DaklaPack Group Holding B.V., DaklaPack Europe B.V., DaklaPack Filling B.V., DaklaPack Production B.V., DaklaPack Clinical Trials B.V. and their affiliates in accordance with section 2:24b of the Dutch Civil Code.
- 1.2 Any purchasing and/or other general conditions as used by the purchaser, i.e. the counterparty of DaklaPack, whether or not the agreement qualifies as a sale and purchase agreement, do not apply.
- 1.3 The provisions set out in these general terms and conditions can only be derogated from by DaklaPack expressly and in writing, or with the written consent of DaklaPack. Derogating provisions shall exclusively apply to the agreement for which the derogative clauses were devised. Otherwise the following terms and conditions shall remain in full force.
- 1.4 All proposals made by DaklaPack are offered without obligation, unless stipulated otherwise in writing. All agreements between DaklaPack and the purchaser shall only be binding and shall only take effect if they have been accepted by DaklaPack.
- 1.5 Changes to an agreement that already took effect can only be made as soon as and insofar as DaklaPack has confirmed these in writing.

2. Prices

- 2.1 Price quotations made by DaklaPack as well as prices agreed with DaklaPack are exclusive of VAT and they are based on the cost price factors at the time the agreement was entered into. Unless agreed otherwise all price quotations are made subject to price changes.
- 2.2 Should there be a price increase where one or more of the cost price factors are concerned, e.g. as a result of increased rights and/or taxes, factory prices, currency changes and so on, DaklaPack will have the right to pass on the increase to the purchaser and to increase the order price accordingly.

3. Delivery

- 3.1 The delivery times stated are merely an indication and can never be considered as a firm time, unless it was expressly agreed otherwise. A delivery time will only start from the moment on which the last condition as set out in the order confirmation has been fulfilled.
- 3.2 Exceeding the delivery terms, whatever the cause may be, does not entitle the purchaser to any damages nor may the purchaser terminate the agreement nor does it give the purchaser the right to not comply with any of its obligations under the agreement on hand or any other agreement between parties.
- 3.3 Unless expressly agreed otherwise the delivery will be EX WORKS, as referred to in the latest Incoterms. As soon as the sold goods left the premises of DaklaPack, the goods are for the risk of the purchaser, no matter the way of transport and/or vehicle.
- 3.4 If the purchaser remains in default, for whatever reason, to take delivery of the items and these are ready for dispatch, DaklaPack will have the right, at its own discretion, to either dissolve the agreement entirely or in part or to deliver the goods at the risk and the expense of the purchaser, or to store or have stored the goods at the risk and the expense of the purchaser either entirely or in part and to pass on the resulting costs to the purchaser or to claim damages. If the goods are stored, either entirely or in part, at the risk and the expense of the purchaser, DaklaPack, three weeks after the goods were stored, will still have the right to dissolve the agreement either entirely or in part, or to claim damages.

4. Complaints

- 4.1 Complaints are defined as any grievances and complaints the purchaser may have as to the amount, the quality, damage to and/or the packaging of the items purchased.
- 4.2 Save as provided for in clause 4.4, DaklaPack shall only accept and handle complaints if these have been filed in writing within eight days after the delivery or making available of the items to the purchaser.
- 4.3 If DaklaPack considers the complaints filed in compliance with the provision made in 4.2, DaklaPack will have a choice of either substituting the faulty items at its expense, or to credit the purchaser for an amount that equals the price the purchaser paid for the items on hand. In either case the purchaser must, however, return the faulty items to DaklaPack, only after DaklaPack's prior consent. DaklaPack does not have to pay any additional damages other than the provisions made in this clause.
- 4.4 The purchaser must check the items delivered by DaklaPack immediately after delivery in terms of amount, nature and quality. Complaints as to faults that could have easily been detected by simple sampling must be filed with DaklaPack in writing within three days after detection.

- 4.5 Exceeding the terms stipulated in articles 4.2 and 4.4 will result in the lapse of the right to complain.
- 4.6 No complaint shall ever entitle the purchaser to suspend payment of the purchase price or additional costs either entirely or in part, while any reference to a discount and/or compensation is expressly excluded. If and insofar as the purchaser has a valid complaint on which it can base a claim for reimbursement of the purchase price, said claim on DaklaPack can never be settled with a debt owed to DaklaPack based on transactions that the claim does not pertain to.
- 4.7 Complaints with respect to deviations from the agreed specification shall never give rise to any claim, if these deviations fall within acceptable limits, whereas the following deviations are permissible:
- (a) Regarding weight:
- 25%, if less than 500kg has been ordered;
 - 20%, if between 500kg and 1000kg has been ordered;
 - 15%, if between 1000kg and 2500kg has been ordered; and
 - 10%, if more than 2500kg has been ordered.
- (b) Regarding size:
- both in the length, width and/or height, a deviation of 5%;
 - in thickness, 10%
- (c) Regarding colour:
- Deviations in the colour of the print are permissible insofar as these deviations result from the applied procedure and material. Indications concerning colour fastness or non-perishability shall never qualify as a warranty.
- (d) Slight deviations, such as but not limited to, deviations in quality, colouring, transparency.

5. Force majeure

- 5.1 Force majeure is defined as any nonattributable failure, including any event as a result of which compliance with the agreement by DaklaPack becomes so awkward or costly, relative to its prospects at the time the agreement was first entered into, that such compliance in all fairness can no longer be demanded.
- 5.2 Force majeure on the part of DaklaPack at least pertains to yet is not limited to the event that DaklaPack, after entering into the agreement, is prevented from complying with the obligations under said agreement or the preparations thereof in the event of war, war risk, fire, water damages, floods, frost, a strike, a plant occupation, road blocks, vehicle defects, impediments for import and export, defects to machines, impaired power supply, production difficulties or stagnation either at DaklaPack or at

a company from which DaklaPack purchases the raw materials and auxiliary materials, veterinary contaminations and/or epidemics and also all other causes that arise beyond the culpability or risk of DaklaPack. DaklaPack will notify the purchaser of such an event of force majeure in writing.

- 5.3 In the event of force majeure DaklaPack has the right to terminate the agreement. If so desired, DaklaPack has the right to suspend the fulfilment of the agreement rather than dissolve it, until the circumstances causing the force majeure have come to an end.
- 5.4 DaklaPack shall not be liable for any damages that result from the dissolution or suspension due to force majeure, including any loss of profit.

6. Retention of title

- 6.1 All items delivered by DaklaPack will remain property of DaklaPack until the amounts due for the items delivered or yet to be delivered under the relevant agreement and/or for the work performed or to be performed for the benefit of the purchaser under the relevant agreement and/or arising from claims as a result of a failure on the part of the purchaser to perform, including but not limited to penalties, interest and costs, such as loss of value and cost for the return of goods delivered, and all claims DaklaPack can claim retention of title pursuant to article 3:92 of the Dutch Civil Code, have been settled by the purchaser in full. Until then, purchaser is obliged to keep the delivered goods separated from other items and clearly identified as the property of DaklaPack fully insured and to provide DaklaPack of a copy of the insurance policy at its first request, and not allowed to rework or process the delivered goods. If purchaser fails to meet its obligations to keep the delivered goods fully separated and identified as the property of DaklaPack, DaklaPack shall be legally considered to be the owner of all goods of the same kind.
- 6.2 As long as the purchaser has not acquired title of the items purchased, it may in no way dispose of the items, pledge rights as to the items or encumber them in any other way than in the normal course of its business. If the purchaser, in the normal course of its business, will proceed with the selling and/or delivering of said items, DaklaPack, as long as the purchaser has not fulfilled all its payment obligations towards DaklaPack, under whatever title, has the right to claim that any proceeds from such sales by the purchaser to its customers shall be transferred to DaklaPack.
- 6.3 If the purchaser fails to meet its payment obligations, DaklaPack has the right to claim the items delivered as its property both from the purchaser and from any third party after reselling, without prejudice to its entitlement to compensation in view of damages suffered.
- 6.4 If the purchaser processes items delivered that are not yet paid for and/or has them processed at its own expense, DaklaPack will still remain the owner of the processed items, even if after the processing the nature of the product has changed.

6.5 DaklaPack transfers to the purchaser the title to ownership of the goods delivered, subject to the execution of a right of pledge on those goods, also as a security for all claims DaklaPack, for whatever reason, may have on purchaser. Purchaser herewith establishes in favour of DaklaPack a first ranking right of pledge on the goods delivered subject to a right of pledge, which right of pledge DaklaPack herewith accepts. Purchaser has the necessary corporate capacity and power to establish this right of pledge and represents and warrants that the delivered goods are not encumbered with rights of third parties.

7. Payment

7.1 The purchaser is obliged to pay the agreed price at the agreed time.

7.2 DaklaPack shall at all times have the right to suspend fulfilment of its obligations until such time that the purchaser at the request and to the satisfaction of DaklaPack has provided security regarding the fulfilment of all its obligations under the relevant agreement. If the purchaser fails to provide such security or only does so in part or does not provide it in a timely fashion, this shall be considered as an attributable failure in the performance of the agreement with DaklaPack.

7.3 The purchaser does not have the right to suspend payment, for whatever reason. Settlement or setting off debts is also not allowed.

7.4 If the purchaser does not fulfil its payment obligations in time it will be in default *de jure*. In such an event DaklaPack has the right to charge statutory default interest as of the date the purchaser is in default, which equals the statutory interest plus 2% over the invoiced amount or the proportion of the invoiced amount still to be paid. Furthermore, in case of overdue payment, DaklaPack has the right to pass on all justifiable costs of measures taken by DaklaPack, both legal and non-legal, (at its own discretion) to make the purchaser pay the amounts due, to a maximum of 15% of the main sum to be paid by the purchaser, however with a minimum of € 250, exclusive of VAT.

8. Claimability and dissolution

8.1 Without prejudice to the provisions as set out elsewhere in these terms and conditions, the claims DaklaPack has on the purchaser are claimable on demand as soon as the purchaser has been declared bankrupt, has applied for a moratorium on payments, or as soon as its property has been attached and/or the purchaser loses the free management and free disposal of its property either entirely or in part. Furthermore, DaklaPack in such circumstances has the right to dissolve the agreement. Upon dissolution of the agreement the purchaser shall be liable for damages suffered by DaklaPack, including any damages resulting from loss of profit or costs of transportation.

8.2 Any dissolution, whatever the reason, will thus always result in the amounts due being claimable by DaklaPack.

9. Liability

- 9.1 With the exception of gross negligence, DaklaPack can never be held liable for any damages, direct or indirect, to individuals, goods or companies of the purchaser and/or any third parties.
- 9.2 If DaklaPack is held liable, such liability shall be limited to the amount covered by the insurance as taken out by DaklaPack for such an event. If said insurance, for whatever reason, will not pay or if the damages in a particular event are not covered by said insurance, DaklaPack's liability shall be limited to the amount equal to the invoiced amount of the goods and/or services delivered by DaklaPack to which the liability pertains.
- 9.3 Damages in the form of lost profits or other consequential damages shall in no event be eligible for compensation.

10. Intellectual property

- 10.1 The purchaser will be charged for designs, moulds, plates, image carriers and lithos, tools and/or other goods, produced for him. All these goods and all intellectual property rights vested therein remain the property of DaklaPack and DaklaPack can never be obliged to transfer these goods to the purchaser.
- 10.2 Purchaser represents and warrants that the execution of the agreement does not constitute an infringement of any right of any third party, including any intellectual property right. Purchaser shall indemnify DaklaPack against any and all claims of any third party for such infringement.

11. Applicable law and jurisdiction

- 11.1 The proposals made by and agreements between DaklaPack and the purchaser to which the present general terms and conditions apply either in part or in full, are subject to the laws of the Netherlands. The UN Vienna Convention on the Sale of Goods does not apply.
- 11.2 All disputes arising between DaklaPack and the purchaser from any proposal and/or any agreement, including disputes concerning the existence and validity thereof, shall be finally and exclusively resolved by the competent court of the statutory seat of DaklaPack in the Netherlands, save for possible appeal.

CHAPTER II CONSUMERS

12. General

- 12.1. The provisions of this Chapter II (Consumers) of these general terms and conditions apply exclusively to all proposals made, agreements entered into with, and products delivered and services provided by DaklaPack in case the purchaser is a consumer.
- 12.2. For the purposes of these general terms and conditions, consumer means any natural person who, in contracts covered by these general terms and conditions, is acting for purposes which are outside his trade, business or profession.
- 12.3. In case of any contradiction between the provisions of this Chapter II (Consumers) and Chapter I (General), the provisions of this Chapter II (Consumers) will prevail.

13. Right of withdrawal

- 13.1. For any distance contract the consumer shall have a period of fourteen days in which to withdraw from the contract without penalty and without giving any reason. Where the right of withdrawal has been exercised by the consumer pursuant to this article, DaklaPack shall be obliged to reimburse the sums paid by the consumer free of charge. DaklaPack shall not (always) reimburse the direct cost of returning the goods.
- 13.2. Distance contract means any contract concerning goods or services concluded between DaklaPack and a consumer under an organized distance sales or service-provision scheme run by DaklaPack, who, for the purpose of the contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded.
- 13.3. To exercise his right of withdrawal, the consumer must explicitly notify DaklaPack (in writing or by email) of his decision to exercise his right of withdrawal. The consumer may, but is not obliged, to use the form of withdrawal made available by DaklaPack. For the proper exercise of his right of withdrawal it is sufficient to notify DaklaPack in a timely manner.
- 13.4. If the consumer wishes to exercise his right of withdrawal, then he will return the product to DaklaPack, with all associated components, and
– in as far as this is reasonably possible – in the original state and packaging, in accordance with the reasonable and clear instructions that were provided by DaklaPack. DaklaPack is entitled to claim for damages and losses caused by the consumer to the returned goods, and/or if the consumer has not complied with the reasonable and clear instructions that were provided by DaklaPack.
- 13.5. The consumer does not have the right of withdrawal, in case of:
 - (1) the supply of goods made to the consumer's specifications or clearly personalized;

- (2) the supply of goods which, by reason of their nature, cannot be returned or are liable to deteriorate or expire rapidly;
- (3) the supply of goods which cannot be returned for health protection and/or hygiene reasons;
- (4) the supply of goods that have been mixed with other goods after delivery;
- (5) the supply of goods of which the price depends on fluctuations in the financial markets over which DaklaPack has no influence