

#### Article 1: Definitions

- In these terms of delivery the following terms shall have the following meanings:
  - Client the natural person or legal person who has concluded an agreement with SFA or is negotiating about an agreement.
  - SFA: SFA Packaging b.v.
  - Data carriers: magnetic tapes and disks, optical disks and all other means intended for laying down, processing, dispatching or multiplying or publishing texts, images or other data by means of equipment, all this in the widest sense of the word.

#### Article 2: General

- These terms of delivery shall apply to the creation, the contents and the performance of all offers and agreement brought about between the client and SFA.
- General (purchasing) conditions of the client shall not apply, unless this has been agreed explicitly and in writing.

#### Article 3: Offers

- The mere issue of a quotation, estimate, cost estimate or similar communication, whether or not called offer, shall not compel SFA to conclude an agreement with the client.
- SFA's offers shall always be without engagement and shall at any rate be deemed to have been rejected if they have not been accepted within one month.
- Administration charges that are created by an extraordinary quotation, shall be passed on by SFA to the client if the offer is not followed by an order, on condition that SFA has informed the client on the subject in advance.
- If the preparation of an offer requires further elaboration, engineering, sampling charges and experiments, these charges shall be passed on by SFA to the customer.
- All intellectual property rights of designs shall be vested in SFA. Such new designs may not be used by the client without payment and a written agreement with SFA.
- If it is a matter of a non-culpable shortcoming on the part of SFA, SFA shall be entitled to dissolve the agreement in respect of the client.
- An order shall only be accepted by SFA if it has been confirmed in writing by SFA.

#### Article 4: Cancellation

- The client shall be entitled to cancel the agreement before SFA has started the performance of the agreement, provided that it compensates the damage caused to SFA as a result of this. This damage shall also include the losses and loss of profit suffered by SFA and the costs that SFA has already made in preparation, including those of reserved production capacity, materials bought, services enlisted and storage etc.

#### Article 5: Price

- All prices stated shall be exclusive of VAT.
- For the performance to be rendered by SFA the price that it has quoted shall only apply to the performance in conformity with the agreed specifications.
- In the event of composite offers there shall be no obligation to render part of the total performance at the amount mentioned for this part in the offer.

#### Article 6: Price changes

- SFA shall be entitled to raise the agreed price in the case of:
  - An increase of the costs of materials, semi-manufactures or services that are necessary for the performance of the agreement, increase of the shipping costs, of wages, of fuels and energy, of insurances, of the costs involved in other conditions of employment, the introduction of new and the increase of existing government levies on raw materials, energy or residual substances, a considerable change in currency ratios or, in general, circumstances that are comparable to any of these. Or in the case of:
  - Extra elaborate text, unclear copy, unclear sketches, drawings or models, unsound data carriers, unsound computer programs or data files, unsound method of supply of the materials or products to be supplied by the client and all comparable supplies by the client that compel SFA to do more work or make more costs than it might reasonably expect when entering into the agreement shall be grounds for an increase of the agreed price. Also extraordinary or reasonably unforeseeable processing problems following from the nature of the materials and products to be processed shall be grounds for an increase of the agreed price. Or in the case of:
  - Any change in the originally agreed specifications, including author's correction or altered instructions after receipt of working drawings, models and of prepress, press and other proofs. Within the limits of reason SFA shall co-operate in these alterations, if the contents of the performance to be rendered by it at any rate do not deviate in essence from the originally agreed performance.

#### Article 7: Period of payment

- Unless something else has been agreed, the client must pay the price and the other amounts payable on the strength of the agreement within 30 days after the invoice date, without being able to rely on any discount, set-off or suspension. If payment is not made in time, the client shall be in default without any notice of default being required by SFA.
- SFA shall be entitled, in the event of an agreed delivery in instalments, after delivery of the first instalment, to ask not only for payment of this instalment, but also payment of the costs made for the whole delivery, such as those for typesetting, lithographs and proofs.
- The client shall always and irrespective of the agreed terms of payment be obliged on SFA's first demand to provide security for the payment of the amounts to be paid. The security offered will have to be such that the claim with the costs possibly involved therein is properly covered and that SFA will be able to obtain recovery from it without trouble.
- If the client does not pay in time, it shall owe interest on this amount. SFA shall be entitled to charge one twelfth of this interest for every month or part of a month in which the client has not fully met its obligation of payment.
- If payment is not made in time as referred to in paragraph A of this article, the client shall be obliged, alongside the payable amount and the interest due on it, to make full payment of both extrajudicial and judicial collecting charges, including the costs for lawyers, bailiffs and debt collection agencies. The extrajudicial expenses shall be set at not less than 20% of the principal amount with interest, this with a minimum of €250.00

#### Article 8: Method of delivery; reservation of ownership; transmission of ownership

- Unless something else has been agreed, the delivery shall be made in the place where the client carries on its business.
- SFA shall not be obliged to deliver the manufactured goods in instalments, unless this has been agreed.
- The client shall be obliged to give its full co-operation to the delivery of the goods to be delivered and shall be in default if it refuses to take receipt of the goods to be delivered, unless something else has explicitly been agreed in writing.
- All goods shall travel at the expense and risk of the client from the time of shipment. Even if SFA takes care of the carriage, the client shall be liable for all damage that is related to the carriage. The client must take out proper insurance against this risk.
- Should any reliance on the matters stated in article D not be possible, SFA shall never be obliged to provide further indemnification than to the amount that it can obtain from the carrier and/or the insurer in connection with the loss or the damage.
- SFA shall not be charged with storing the goods to be delivered, unless this has been agreed explicitly. If storage is made, this shall be done at the expense and risk of the client.
- All the goods delivered and to be delivered by SFA shall remain its property until the other party has fulfilled all its obligations to SFA with regard to the relevant, the previous and the following deliveries.
- As long as the other party has not completely fulfilled all its obligations to SFA, it shall not be entitled to establish a pledge on the goods delivered by SFA or to sell, transfer or let these goods or make them available to and/or place them in the possession of someone else in any other way.
- In mouldlabels that are manufactured for the client shall be delivered to the manufacturer, which shall process them into the packing and shall be stored free of charge for a maximum of 6 months. After this period SFA shall be entitled to charge a storage fee to the client. The complete run of mouldlabels shall be invoiced to the client at once at the time of delivery to the manufacturer that produces the packing. In the processing of the labels a production loss of 10% shall be permitted. If the production loss is higher than 10%, SFA shall be obliged to send a credit note for the loss higher than 10% of the invoiced mouldlabels.

#### Article 9: Period of delivery

- Unless it is indicated in writing and explicitly that this concerns a deadline, a period of delivery stated by SFA shall only have an indicative meaning. While SFA will endeavour to ensure delivery in accordance with regular delivery schedules, SFA shall not be liable under any circumstance for delay in collection, carriage or delivery of any shipment, irrespective of the cause of such a delay.
- The binding of SFA to an agreed period of delivery shall lapse if the client wishes an alteration in the specifications of the work or does not fulfil the provisions in paragraph A of article 12 of these conditions.
- In the performance of the agreement by SFA the client shall be obliged to do everything that is reasonably necessary or desirable to make a timely delivery possible, this in particular by giving immediate answers to questions of SFA, preventing defective supplies as referred to in paragraph B of article 6 and by observing the provisions in paragraph A of article 12 and the other paragraphs of these terms of delivery.

- If the client does not fulfil the provisions in the preceding paragraph of this article or the provisions in paragraph C of article 7, an agreed deadline of delivery shall no longer be binding and the client shall be in default without written notice of default by the supplier being necessary.
- Transgression of the time of delivery can only give occasion for compensation if agreed in writing beforehand and shall never give occasion for cancellation of the order.

#### Article 10: Examination at the time of delivery

- With all due speed after delivery the client shall be obliged to examine whether SFA has performed the agreement properly and shall furthermore be obliged to give written notice within 24 hours after delivery, if the opposite appears to the client.
- BSFA's performance shall at any rate be considered sound between the parties if the client has started to use, has treated or processed, or has delivered to third parties the delivered property or part of the delivered property, or has allowed it to be used, treated or processed or delivered to third parties, unless the client has observed the provisions in paragraph A of this article.
- Necessary packing shall be charged at cost price and not be taken back. The necessity of the use of packing shall be at the discretion of SFA.
- The goods shall be considered delivered as soon as they have been received or accepted by the buyer at the agreed location.

#### Article 11: Contents and amendment of agreement

- The client shall bear the risk of misunderstandings with regard to the contents and the performance of the agreement if they are caused by the fact that SFA has received no, incorrect, late or incomplete specifications or other communications that have been made orally or by a person designated for the purpose by the client or have been conveyed by any technical means such as for instance the telephone, the fax or similar transmission media.

#### Article 12: Prepress, press or other proofs

- The client shall be obliged to carefully examine the prepress, press or other proofs received by it for errors and defects, and to return them corrected or approved to SFA.
- Approval of the proofs by the client shall serve as recognition that SFA has correctly performed the operations preceding the tests.
- SFA shall not be liable for deviations, errors and defects that have remained unnoticed in proofs approved or corrected by the client.

#### Article 13: Deviations

- Deviations between on the one hand the work delivered and on the other hand the original design cannot be a reason for rejection if they are of little significance.
- Higher or lower quantities delivered in comparison with the quantity agreed shall be permitted if they are not more or less than 12½%.
- Complaints about invoices must have been submitted in writing within eight days after receipt of the invoice.
- Models are manufactured manually. Normal deviations between manually made models and machined products shall be permitted.

#### Article 14: Copyrights etc.

- The client guarantees SFA that the performance of the agreement and especially the multiplication or publication of the goods received from the client, such as copy, type, models, drawings, photographic shots, lithographs, films, data carriers, computer programs, data files etc. do not constitute any infringement of rights that third parties may enforce by virtue of the Copyright Act 1912 or other national, supranational, international regulations in the field of copyright law or industrial property law or the law in connection with a wrongful act. The client shall indemnify SFA both judicially and extrajudicially for any claims that third parties can enforce on the strength of the above-mentioned legislation or regulations.
- Unless something else has been agreed explicitly in writing, SFA shall reserve the copyrights, and also all other intellectual or industrial property rights to goods such as copy, type, design drawings, models, working and detail drawings, data files, slides, photos, CDs, data carriers, computer programs, lithographs, films and similar production and auxiliary materials, even if the relevant operations are mentioned as separate items in the offer or the invoice. These documents and intellectual property rights shall remain the property of SFA and may not be copied, shown to third parties or be used in any other way without its explicit written permission, irrespective of whether SFA has made charges for the purpose. The client shall be obliged to return these goods to SFA on demand on pain of a fine of €500.00 a day.

#### Article 15: Ownership of means of production etc.

- All the goods manufactured by SFA, such as means of production and semi-manufactures and auxiliary materials, and especially type, design drawings, models, working and detail drawings, data carriers, computer programs, data files, photographic shots, lithographs, clichés, films, etc. shall remain the property of SFA, even if they have been listed as separate items in the offer or the invoice.
- SFA shall not be obliged to surrender the goods referred to in paragraph A to the client.
- SFA shall not be obliged to keep the goods referred to in paragraph A of this article for the client.

#### Article 16: Client's ownership

- SFA shall keep the goods entrusted to it by the client within the framework of the performance of the agreement with the care of a good custodian.
- Subject to the above provisions the client shall bear all risks during custody with regard to the goods referred to in paragraph A. If desired, the client itself must take out an insurance for this risk.

#### Article 17: Materials and products supplied by the client

- SFA shall never accept any responsibility for parts and/or materials that have been made available by the client itself or that have been prescribed by the client for processing.
- SFA shall not guarantee properties such as durability, bonding, gloss, colour, lightfastness or colourfastness or wear resistance if, at the latest when the agreement was concluded, the client has not communicated the properties and the nature of the materials or products supplied by it and has provided unsound information about the preliminary treatments applied and the surface treatments applied.
- Unless something else has been agreed explicitly, SFA cannot be held liable for the detachment, sticking, staining, changing of gloss or colour or for damage to material and products received by it from the client and to be printed or processed by it, if they have undergone a preliminary treatment such as by the application of lacquer, varnish or anti-staining powder.

#### Article 18: Force majeure

- Shortcomings of SFA in the performance of the agreement may not be attributed to it, if they cannot be imputed to its fault, or are not for its account by virtue of the law, the agreement or generally applicable views.
- Shortcomings of SFA in the performance of the agreement as a result of war, mobilization, riots, floods, closed shipping, other hindrances to transport, stagnation in, or restriction or cessation of the delivery by public utilities, shortage of coal, gas, petroleum production, fire, machine breakdown and other accidents, strikes, lockouts, actions of trade unions, export restrictions, other measures by the government, non-delivery or untimely delivery of necessary materials and semi-manufactures by third parties, disability of personnel, willfulness or gross negligence of servants and other similar circumstances shall be regarded as not imputable to SFA and shall give the principal no right to dissolution of the agreement or to any form of compensation.

#### Article 19: Liability

- If it is a question of damage for which SFA is liable, the damage to be compensated by SFA shall be limited to the amount that the insurer pays in the relevant case. If no amount is paid out or not enough is paid out, the amount for which SFA may be held liable, shall be limited to at most the principal amount of the agreement between SFA and the client to which the damage relates.
- Incorrect or incomplete supply of data by the client may never lead to liability of SFA.
- SFA shall never be obliged to compensate trading loss, consequential loss or follow-up loss of the client.

#### Article 20: Applicable law and applicable court

- The agreement between SFA and the client shall be governed by Dutch law. Any conflicts may be submitted to the court that has jurisdiction for the purpose. At any rate the District Court of Middelburg and the District Court of Rotterdam shall always have jurisdiction to take cognizance of conflicts.