

Article 1: Definitions**Article 2: General information****Article 3: Quotation and confirmation****Article 4: Cancellation****Article 5: Price and price changes****Article 6: Payment conditions and term****Article 7: Delivery****Article 8: Transfer of risk****Article 9: Tolerance and product properties****Article 10: Defects and complaint period****Article 11: Consultancy services****Article 12: Amendment of the agreement****Article 13: Collection costs****Article 14: Retention of title****Article 15: Force majeure****Article 16: Responsibility and liability****Article 17: Applicable law and competent court****Article 1: Definitions**

In these general terms, the following definitions shall apply:

- A. The Client: the natural or legal person who has given the Supplier an order to manufacture goods or to perform work;
- B. Assignment: all work requested by the Client and accepted by the supplier in the context of the manufacture of goods or the provision of services.
- C. Supplier: PurePack B.V., a private company with limited liability, registered with the Chamber of Commerce under number 77257294 and with its registered office at Guido Gezellelaan 10 in Harderwijk, which has accepted the order referred to under B or has issued a quotation or offer prior to a possible order.

Article 2: General information

1. These terms and conditions of delivery shall apply to the realization, the contents, and the fulfillment of all agreements concluded between the client and the supplier, as well as to offers issued by the supplier.
2. The general (purchase) conditions of the principal shall expressly not apply to the agreement(s) concluded between the parties, unless the parties agree otherwise in accordance with paragraph 3.
3. General (purchase) terms and conditions of the Client shall only be applicable if it has been expressly agreed in writing that such terms and conditions shall be applicable to the contract between the parties to the exclusion of the present delivery terms and conditions

Article 3. Quotation and confirmation

1. All budgets, offers and quotations made by the Supplier shall be without obligation. Quotations made by the Supplier shall be valid for 14 days from the date on the quotation, unless otherwise stated.
2. The agreement is confirmed when an order confirmation, signed by both parties, is received by the Supplier.
3. In the event that the Client orders or confirms in another manner, the agreement shall be binding in accordance with the quotation when the Supplier receives the purchase order.
4. Any order confirmation - whether verbal or written - that deviates from the quotation issued by the supplier shall not be binding on the supplier unless the supplier expressly agrees to the deviating order confirmation in writing.
5. Prices are ex works, unless stated otherwise in the quotation.
6. The prices of services to be provided by the supplier are exclusive of VAT.

Article 4. Cancellation

1. The Client shall be entitled to cancel an agreement before the Supplier has started to carry out the agreement, provided that the Client compensates the Supplier for the damage that has arisen as a result. This damage shall include the losses suffered by the Supplier and the loss of profit and, in any case, the costs that the Supplier has already incurred in connection with the

preparation, including those for reservation of production capacity, purchased materials, services supplied and storage.

Article 5. Price and Price Changes

1. All prices quoted shall be exclusive of VAT, transport costs, postage and author's alteration as well as any other levies imposed by the government, unless otherwise specified or agreed between the Client and the Supplier.
2. In addition to the price quoted and agreed, Supplier reserves the right to invoice for the following: extra costs incurred if the basic material supplied turns out to be incomplete or unsustainable, or if the Client makes corrections or changes to the delivery of the material after the work has started, costs associated with unexpected steep increases in raw material prices after creation of the agreement and prior to delivery or costs associated with additional services.

Article 6. Payment conditions and term

1. Irrespective of the agreed payment conditions, the Supplier shall at all times be entitled to demand security for the payment and to cease processing the order if such security is not furnished.
2. The Client shall pay the Supplier's invoices in full within the period specified on the invoice in the currency specified
3. After the expiry of the payment term, the Client shall be in default without notice of default being required. The Supplier shall in that case grant the Client a period of two weeks in which to fulfil its obligations. After the expiry of this period the Client shall be in default. From the moment of being in default, the Client shall owe interest on the amount due at a rate of 1% per month or part of a month that the claim is outstanding. In the event of liquidation, bankruptcy or suspension of payment of the Client, the obligations of the Client shall be due in their entirety and immediately.
4. Without prejudice to the provisions of article 13, all (extra)judicial costs arising from the collection of invoices which were not paid or not paid on time - equivalent to at least 15% over the amount to be collected and with a minimum of € 150 - shall be charged to the Client. This shall not affect the Supplier's right to additional compensation
5. Payments made by the Client shall always serve in the first place to settle all interest and costs due, and in the second place to settle the oldest claims or invoices that are due, even if the Client states that the payment relates to a later invoice.
6. Supplier is entitled to demand a down payment. If the Supplier makes use of this option and the Client fails to comply with it, this shall automatically suspend the Supplier's obligation(s) to deliver.
7. If it is necessary to incur costs for the execution of an order, the Supplier may demand advance payment of these costs.
8. The Supplier may, during an order, submit interim invoices.

Article 7. Delivery

1. Delivery shall be made to the delivery address agreed with the Client, unless the parties agree otherwise.
2. Delivery shall be made at the agreed time, which shall, however, never be a firm deadline. If delivery at the agreed time is not possible, the Supplier shall be entitled - after informing the Client - to still effect delivery within a reasonable period. If the reasonable period is exceeded, the Supplier shall not be in default until they have been given written notice of default by the Client.
3. Unless expressly agreed otherwise in writing, late delivery shall not entitle the Client to compensation for damages, dissolution of the agreement or non-performance of any obligation towards the Supplier.
4. Supplier shall not be responsible for damage caused by delays caused by: acts or omissions of the Client and force majeure as referred to in Article 15. During these delays the supplier shall be entitled to extend the delivery time or -if the force majeure situation continues for more than one month- to dissolve the agreement.

5. If fluctuations in the market or other societal events lead to a sharp increase in the costs of delivery, the supplier shall be entitled to charge these costs to the client. In that case, the supplier must consult with the client prior to passing on the costs.
6. If there is delivery on demand, the Client must accept the goods within three months after the goods are ready for delivery.
7. If no delivery date has been agreed upon, the Supplier shall determine the delivery time.
8. If the Client fails to accept the goods that are ready for delivery within the agreed period, the risk shall still remain with the Client. Costs associated with storage of the goods shall be borne by the Client

Article 8. Transfer of risk

1. Shipping and transport risk of the work performed is always in accordance ex works.
2. The risk in respect of the goods to be delivered shall pass from the Supplier to the Client upon leaving the factory, irrespective of the method of dispatch agreed by the parties.
3. In the event of carriage paid delivery, the cheapest method of delivery shall always be used. In the event of any changes at the request of the Client, the additional costs shall be borne by the Client.
4. If the Client signs the consignment bill or otherwise confirms in writing that the Client has received the goods, he confirms that the delivery arrived complete and externally in good condition
5. Hold-up or delay in transport shall not be for the account of the Supplier, unless it is caused by his willful misconduct or gross negligence.

Article 9. Tolerance and product properties

1. Tolerances between the work and or product delivered, and the original design, drawing, copy or old model, or the typesetting, printing or other sample respectively, cannot constitute a reason for rejection, discount, dissolution of the agreement or compensation of the damages, if they are minor.
2. In assessing the question of whether or not deviations in the totality of the work should be considered minor, a representative sample from the work will be taken in to account, unless it concerns individually determined items.
3. Deviations which, taking all circumstances into account, do not reasonably have any impact or only a minor impact on the utility value of the work, will always be considered minor ('Customary deviations').
4. Over- or under-deliveries with respect to the agreed quantity shall be allowed as Customary deviations if they do not exceed or fall short of the following delivery margins:
 - a. for paper goods:
 - 20% for orders with a net weight up to 500kg
 - 10% for orders with a net weight over 500kg
 - b. for cardboard packaging:
 - 20% for orders with a net weight up to 500kg
 - 10% for orders with a net weight over 500kg
 - c. for corrugated cardboard boxes:
 - 20% for orders up to 1.000 pieces.
 - 15% for orders over 1.000 pieces.
 - d. plastic, multilayer film and biobased packaging:
 - 30% for orders with a net weight up to 500 kg.
 - 20% for orders with net weight between 500 and 1000 kg.
 - 15% for orders with a net weight over 1000 kg.
5. The quantity over- or under delivered shall be charged or deducted respectively.
6. An order is understood to mean one batch in one format and quality. Invoicing is based on the actual quantity delivered.

7. Gram weight. The permissible deviation from an agreed gram weight amounts to the following for paper: up to and including 39 gr/m² 8% 40-59 gr/m² 5% 60 and more gr/m² 4% and for cardboards: up to 500 gr/m² 5% from 500 gr/m² 8%
8. Dimensions of corrugated cardboard boxes are measured on the inside and the measurements are given in the order of length, width, height. For sheets, the first measurement listed is parallel to the direction of the wave (meaning the direction of a wave ridge and valley).
9. If a maximum or minimum value is agreed upon, the double deviation downwards or upwards respectively shall be permitted.
10. For specifications other than those mentioned in this article, the deviation permitted at previous delivery and, in case of lack thereof, the usual deviations shall be allowed.
11. The composition of the goods is indicative. The precise composition of the goods may vary, which shall not entitle the Client to refuse delivery of the goods or to dissolve the agreement.
12. The Client is informed that the goods have a limited shelf life. If the goods are stored under the right conditions (dry and free of dust, between 5 and 25 degrees Celsius), the goods will have a maximum shelf life of 6 months.
13. The Client is informed that printing on the goods may fade over time or due to contact with other goods. The Client shall not be entitled to complain about this.
14. The Client shall not be entitled to claim after the expiration of the shelf life
15. The Client shall not be entitled to complain if the goods have been treated or processed.

Article 10. Defects and complaint period

1. Without prejudice to the provisions of Article 8 Paragraph 4, the Client is obliged to examine the delivered goods for defects upon delivery, or as soon as possible and at the latest within 5 working days as can reasonably be expected of him. In doing so, the Client shall ascertain whether the goods delivered are in accordance with the agreement, namely: whether the correct goods have been delivered and whether the goods are delivered in accordance with the agreement as regards quantity; whether the goods delivered are in accordance with the agreement as regards quality.
2. If a situation, as referred to in Article 7 Paragraph 8, occurs, the period for complaint, as referred to above, nevertheless commences from the time the goods are ready for delivery.
3. If a defect or shortcoming is found, the Client must notify the Supplier in writing within 5 working days after the delivery. The complaint shall contain an accurate description of all details of the defect
4. Customary Deviations to the delivered goods that qualify as customary deviations as referred to in Article 9 shall not be eligible for complaint.
5. Complaints and claims that do not reach the Supplier within the period reported in this article will not be processed unless the Supplier should decide otherwise.
6. In the case of a defect in the delivered goods or any other failure in performance on the part of the Supplier, the Client is required to grant the Supplier a reasonable period of time to still comply, failing which the Supplier shall not be in default.
7. The Client is obliged to accept reasonable proposals to repair defects on the part of the Supplier.
8. Goods are returnable only with the supplier's prior and written consent. If the goods are returned because of an alleged defect, the Supplier shall be entitled to inspect them and investigate (or arrange for an investigation of) the Client's complaints. If the Supplier concludes that the complaint is unjustified, the Client shall bear the return and redelivery costs.
9. A defect in a limited part of the delivered goods does not automatically entitle the Client to refuse the entire delivery
10. If the goods are manufactured by a work design previously agreed in writing and confirmed for approval, the Client is not entitled to complain about this
11. Even if the Client complains in time, this shall not relieve him of his obligation to fulfil the agreement and his payment obligations.

Article 11. Consultancy services

1. The Client and Supplier may agree that the Supplier shall provide consulting services (Services).
2. Insofar as the Supplier acts as a service provider, there is only a best-efforts obligation. A specific result is never guaranteed.
3. The Supplier is obliged to exercise the care that, in the given circumstances, can reasonably be expected of him in the services provided by, or on behalf of him.
4. If the supplier provides consultancy services, the client is obliged to provide all the information that the supplier needs to be able to perform the services properly.
5. The supplier shall never be liable for the consequences of advice given by him on the basis of incorrect or incomplete information provided by the client. Nor is the Supplier liable for the consequences of incorrect interpretation and implementation of the advice it has issued

Article 12. Amendment of the agreement

1. If, during the execution of the agreement, it appears that for a proper execution it is necessary to modify or supplement the work to be carried out, the parties shall adapt the agreement accordingly in good time and in mutual consultation.
2. If the parties agree that the contract shall be amended or there shall be an addendum, this may influence the time of completion of the execution. The Supplier shall inform the Client of this as soon as possible.
3. If the amendment of, or addendum to, the contract has financial and/or qualitative consequences, the Supplier will inform the Client about this in advance. If a fixed price has been agreed on, the Supplier will indicate the extent to which the amendment or addendum to the contract will result in this price being exceeded.

Article 13. Collection costs

All costs to be incurred for the collection of any amount owed by the Client to the Supplier, both judicial and extrajudicial shall be for the account of the Client.

Article 14. Retention of title

1. All goods delivered by the Supplier remain the property of the Supplier until the Client has complied with all the obligations from the contracts entered into with the Supplier.
2. The client shall not be permitted to pledge or grant any right to the delivered goods as long as they are subject to title retention. The client may resell or process the delivered products as part of its normal business operations
3. The Client shall carefully store the goods delivered under the retention of title and insure them at its expense
4. If the Client fails to meet his obligations, or if there is a well-founded fear that he shall not do so, the Supplier shall be entitled to remove from the Client's premises, or from the premises of third parties who are holding the aforementioned goods for the Client, the delivered goods to which the retention of title applies.
5. Manufacturing resources such as punches, cylinders and other (graphic) tools remain the Supplier's property. Nothing in these terms and conditions or the agreement concluded between the parties serves to transfer production resources.

Article 15. Force majeure

1. Force majeure is understood to mean all circumstances that prevent the fulfilment of the commitment, and cannot be attributed to the Supplier. These will include (if and to the extent that the circumstances make fulfilment impossible or unreasonably difficult): strikes in companies other than those of the Supplier; a general lack of necessary raw materials and other items or services required for the realization of the agreed performance; unforeseeable stagnation at Suppliers or other third parties on which the Supplier is dependent; and general transport problems.
2. The Supplier shall also be entitled to invoke force majeure if the circumstance preventing (further) performance arises after the Supplier should have fulfilled its obligation.

3. During force majeure, the Supplier's delivery and other obligations shall be suspended. If the period in which fulfilment of the obligations by the Supplier is not possible because of force majeure lasts longer than one month, both parties shall be entitled to dissolve the Agreement without any obligation to pay compensation in that case.
4. If the Supplier has already fulfilled his obligations in part when the force majeure occurs, or can only partially fulfil his obligations, he is entitled to invoice the part already supplied or the part that can be supplied separately and the Client is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part already delivered or the deliverable part has no independent value.

Article 16. Responsibility and liability

1. Supplier and Client shall keep themselves available for verbal consultation, that is important for the execution of the order, during the work on the order.
2. Supplier and employees keep confidential all that is entrusted to them in connection with the order. The Supplier shall ensure that the experts and specialists called in are obliged to observe secrecy.
3. If the Client wishes to give the same order to several agencies at the same time, the Client must inform all the agencies concerned.
4. The Client shall indemnify the Supplier against all judicial and extrajudicial consequences of the design made public by the Client.
5. The Supplier is not liable for the consequences of incorrectness or incompleteness of the data which the Client is obliged to provide or has provided.
6. The Client shall be responsible for whether a product has the correct dimensions and/or whether it is large enough to contain the intended content.
7. The Client is obliged to carefully examine the typesetting, printing or other samples or prototypes he receives from the Supplier, whether or not at his request, for errors and faults and to return them to the Supplier corrected or approved as quickly as possible.
8. Approval of the samples or prototypes by the Client shall be deemed to be recognition that the Supplier has correctly performed the activities preceding the samples or prototypes.
9. Supplier shall not be liable for any deviations, errors or faults that have remained unnoticed in the samples or prototypes approved or corrected by the Client.
10. The Supplier shall not be liable for the unintended damage, loss or destruction of goods, materials, image or text data in any form whatsoever which have been made available by the Client. If the goods or data have a high value, the Client is obliged to insure them. If the Supplier carries out or has carried out activities on location for the Client, the Client shall indemnify the Supplier, also vis-à-vis third parties, against damage of any kind whatsoever and in the broadest sense, including damage, theft, loss or destruction of goods, except in the case of intentional act or omission or gross negligence on the part of the Supplier.
11. Insofar as the Supplier may be liable, such liability shall at all times be limited to direct damage. With a maximum of the fee agreed for the project in question. This limitation shall not apply if there is intent or gross negligence on the part of the Supplier or its employees. The Supplier shall never be liable for indirect damages, including but not limited to consequential damages, lost profits and reduced goodwill.
12. The Supplier shall not be liable for the consequences of the packaging's effect on the product to be packed therein. The Client must ensure that the packaging materials chosen by him are compatible with the goods to be packed therein
13. The liability for activities outsourced by the Supplier for the benefit of the Client at all times to the value of the part of the contract that the Supplier implements himself. The Supplier shall do everything possible, respectively lend the Commissioning Party all the cooperation that can be demanded of it in order to obtain, when the occasion arises, the highest possible compensation for damages from the third party involved.
14. In case of printed matter on plastic and multilayer film, the clichés and other tools are kept for 6 months after production.

Article 17. Applicable law and competent court

1. All agreements concluded under these terms and conditions and any agreements resulting therefrom shall be exclusively governed by and construed in Dutch law.
2. All disputes arising from agreements concluded under these terms and conditions and agreements resulting therefrom shall be brought exclusively before the competent court in the district where the Supplier is established.

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