

GENERAL SALES, DELIVERY, AND PAYMENT CONDITIONS OF PACK-IT B.V.

article 1: general

In the general conditions below, the following definitions are applied:

- (i) Supplier: Pack-It B.V. (with statutory seat in Zwijndrecht);
- (ii) Counterparty: every purchaser, clients, buyer, or other counterparty entering or having entered into an agreement with Supplier or alternatively requesting a quotation or to which a quotation is sent;
- (iii) Matters: all goods, products, articles and objects which may be the object of an agreement with Supplier.

article 2: applicability

2.1 These general conditions are applicable to all our offers and all agreements with us of whatever nature they are and whatever their names.

2.2 These general conditions can only be deviated from if we state or acknowledge this emphatically in writing.

2.3 The applicability of (provisions in) other general conditions, such as purchase conditions of Counterparties, is, to the extent they are not in accordance with these general conditions, emphatically rejected and (provisions in) such general conditions are only applicable if we have expressly confirmed this in writing and only apply to the specific quotation or agreement for which they were established.

2.4 These general conditions also apply to our staff and ancillary workers, who are involved in the implementation of the agreement, as well as to third parties by which we let the agreement be implemented completely or partially.

2.5 The counterparty accepts the applicability of these general conditions as well, and unconditionally, to all future agreements and offers for agreements.

article 3: quotations

3.1 All quotations are non-committal, unless the quotation states a term for acceptance. We nevertheless have the right to revoke our offer for as long as the counterparty has not yet accepted it.

3.2 For a compound price indication which is included in a quotation, no obligation pertains for us for the delivery of a part of the goods listed in the offer against a proportional part of the price indicated for the whole.

3.3 Offers exclusively regard the quantities and products mentioned in the quotation and do not automatically apply for backorders.

3.4 Pictures, measures, weights, colours, technical information and such in brochures, quotations, and agreements must be considered indicative designations regarding the Matters offered. These cannot be considered binding guarantees and must be understood in such a way that the Counterparty must take into account small deviations which do not exceed the regular boundaries (to that effect also see the articles 8 and 22).

article 4: adoption agreements and confirmation

4.1 If and to the extent we have established a term for acceptance in a quotation, an agreement is adopted through the full, written, and unconditional acceptance of that quotation by the counterparty within the established term.

4.2 In all other cases an agreement is only adopted through the written order confirmation on our part. The order confirmation is supposed to fully and accurately depict the agreement. For activities for which by their nature and extent no order confirmation is sent, the invoice and/or delivery note can also be considered an order confirmation, also supposed to accurately and fully depict the agreement.

4.3 Agreements which are adopted through the mediation of our representatives/agents only bind us after they have been confirmed by us in writing or after we have proceeded to deliver, whereby the invoice and/or delivery note is also considered an order confirmation.

article 5: cancellation

5.1 Cancellation by the counterparty of an agreement (order) is not possible without our explicit written consent. The request for cancellation must be made to us in written form.

5.2 If the request for cancellation is accepted by us, we have the right to subject that consent to conditions.

article 6: rescission

6.1 If the counterparty does not, or does not timely comply with one of its obligations from an agreement concluded with us, as well as in the event of the late payment of amounts which are eligible for collection, the interruption of payments, application for suspension of payment, application for bankruptcy, the activation of a debt restructuring arrangement or the placement under forced administration of the counterparty or in case of the liquidation of the enterprise of the counterparty, we have the right to completely or partially rescind the agreement as well as other agreements which have not yet been implemented between us and the counterparty without default notice and/or judicial intervention and to claim compensation of damages.

article 7: prices

7.1 Unless emphatically stated otherwise, quoted or established prices are indicated in euros. If prices are listed in a foreign currency and the counter value is indicated in euros, this counter value will only be applicable as an approximation.

7.2 Unless emphatically stated otherwise, our prices are applied:

- Exclusive of VAT;
- Based on the minimum quantities applied by us;
- Ex warehouse;
- Exclusive of import and export duties as well as of any other government levies;
- Exclusive of costs of transport, storage and transshipment (exclusive of fuel surcharge and maut)
- Exclusive of insurance costs;
- Exclusive of waste disposal charges;
- Exclusive of environmental levies or environmental surcharges (to be) imposed by government institutions;
- Exclusive of the costs of quality controls.

7.3 If one of the cost-deciding factors of a matter changes in the period between the date of offering and the date of delivery, we have the right to adjust the price accordingly, regardless of whether the cost increase was foreseeable or not at the moment of offering and/or confirmation, and all matters with due regard for the applicable legal requirements concerning. If the new price deviates by more than 5% from the established price, the counterparty has the right to rescind the agreement free of charges. In such case we are not bound to pay compensation of damages.

7.4 Price changes resulting from rate fluctuations and changes to the exchange rates between the Euro and other currencies, in case any payment related to the delivery must be carried out in another currency than the Euro, are borne by the counterparty, to the extent these changes deviate by more than 5% from the exchange rate as it applied on the date of confirmation of the agreement.

article 8: quantities/dimensions

8.1 The quantities ordered by a counterparty are automatically adjusted by us to the minimum quantities/packaging units applied by us.

8.2 The quantities stated in the agreement are indicated with the greatest possible accuracy whereby it is permitted to us to deviate from the indicated quantity or the one agreed on. The extent of the deviation is arranged in article 22 of these general conditions.

8.3 The delivered quantities are stated by us on the delivery document.

8.4 If the counterparty does not communicate such complaints as may arise within 24 hours after receipt to us in writing, the quantity stated on the delivery document is considered to correctly describe what was delivered.

8.5 We emphatically reserve ourselves the right to modify non-material or far-reaching details with regard to the matters to be delivered by us without prior notification.

8.6 Unless expressly stated, all dimensions indicated by us must be considered approximations. If the dimensions have been furnished by the counterparty, we bear no responsibility concerning whatsoever.

8.7 The altering of dimensions indicated by the counterparty after adoption of the agreement entails that such costs as may be involved in this can be billed by us to the counterparty.

article 9: place and manner of delivery

9.1 An established delivery term becomes effective on the day the written order confirmation is dated, or (in the absence of a written order confirmation) on the day when the counterparty addresses us with regard to a delivery on a certain date. Delivery time only becomes effective, however, after the counterparty has made available to us all the information, documentation, such permits as may be required and material to be treated we have requested and as is required for the implementation of the agreement.

9.2 The delivery terms indicated by us always apply as approximations and never are fatal terms. The overrunning of such a term does not give the counterparty the right to rescind the agreement, unless the overrunning of the delivery time is such, that by the standards of reason and fairness of the counterparty it can no longer be demanded to keep the agreement in place. In case the counterparty rescinds the agreement, no obligation results for us to compensate any damage which the counterparty has incurred in the matter.

9.3 Before the counterparty can proceed to rescission as mentioned in article 9.2, we must, in case of late delivery, be declared in default by formal notice and a term of at least 14 days must be conceded to us to still comply with our obligations.

9.4 Place of delivery is our warehouse in the place of our (main) branch, from which moment the matters become the risk of the counterparty.

9.5 Each partial delivery is considered as a separate delivery and treated in accordance with all associated legal consequences.

9.6 If the counterparty communicates to us it wishes to receive the items in another than the established place, we will meet this request to the extent this can reasonably be demanded from us. If compliance with this request by us entails additional costs, the counterparty is obliged to compensate those additional costs to us. If we comply with the request of the counterparty, what is stipulated in article 20 of these conditions is correspondingly applicable.

9.7 The counterparty must check whether any possible customs documents are timely returned to the competent authorities, in the absence of which the associated additional costs will be borne by the counterparty.

article 10: transport

10.1 If we take care of the transport of matters destined to the counterparty, this takes place at the expense and risk of the counterparty in a manner to be determined by us.

10.2 With the exception of those cases whereby the transport of items to our counterparties does not take place with own means of transport, the general transport conditions or CMR-conditions as they are applied in the transport sector are applicable to the shipping.

10.3 If the transport takes place with our means, the goods are not insured during shipping, unless it is expressly established otherwise. The counterparty must take care of this itself.

10.4 If it turns out that delivery is not possible in the place indicated by the counterparty, such additional costs as are incurred in connection with this will be borne by the counterparty.

10.5 Delivery always takes place next to the vehicle delivering the items. The counterparty is obligated to receive the items there. The counterparty takes care of unloading the goods with us jointly. If the counterparty fails to provide for this, the additional costs incurred by us as a result will be borne by them.

article 11: packaging and used packaging material

11.1 Unless emphatically stated otherwise by us, the packaging is included in the price of our items. Not intended by packaging here is the commercial packaging. We do not apply a deposit for the packaging, unless we are forced to do so by the authorities or such has been expressly indicated by us.

11.2 If our goods are delivered on so-called Euro pallets or on pallets which are part of a pallet-pool, we will bill these pallets as packaging, unless upon delivery identical and undamaged pallets are given in return to us.

11.3 If we are obliged by our counterparty or by the authorities to take back with us packaging and packaging material after delivery of our products, the associated costs, including the cost of destruction if applicable, are borne by the counterparty.

11.4 Packaging such as wheeled containers, crates, boxes, pallets and such, to the extent they are not intended for one-time use, remain our property. The counterparty remains liable for the packaging sent to them, also if no deposit is charged for it. The counterparty is obliged to render the empty return packaging in their possession as soon as possible to us, unless it emphatically established otherwise.

11.5 Billed packaging material (deposits) is credited by us as soon as this packaging material has returned to our warehouse undamaged. In case of minor damage, we reserve ourselves the right to credit less that the deposit which was billed. In case of sizeable damage, no amount will be credited and the packaging material will remain available for the counterparty, as we will communicate to them.

article 12: storage

12.1 If matters bought/ordered by the counterparty cannot be delivered by us at the established time we will store these matters at the risk of the counterparty. The associated costs will be borne by the counterparty.

12.2 We can establish with the counterparty that we store items sold to them or ordered by them in our warehouse. This will always be based on the principle that we have the right to immediately and fully invoice the stored items. The counterparty can dispose of these items on demand.

12.3 If the counterparty makes use of this option, a separate on-demand agreement can be concluded.

article 13: retention of property

13.1 All matters present at the counterparty deriving from us are and remain, for as long as the counterparty is subject to any payment obligation, at least on account of the deliveries, our property, either pursuant to the retention of property stipulated in this article, or on account of a non-possessory pledge to which effect the counterparty for such case presently already establishes a pledge for our benefit.

13.2 All matters delivered by us remain our property until the counterparty has fulfilled all obligations from all agreements concluded with us. Supplier has the right to recover and, if so desired, sell elsewhere these matters, immediately and without judicial intervention.

13.3 The counterparty is not authorized to alienate or encumber the delivered matters in any way, unless we have been accordingly informed and have given our consent to it. If the counterparty does not fulfil this obligation, the purchase price becomes immediately and fully payable.

13.4 The counterparty is obliged to communicate this retention of property clause to all those to whom matters delivered by us are given as an undisclosed pledge, whether or not as a security.

13.5 The counterparty is obliged for as long as their property has not passed to the counterparty, to keep the delivered matters with due diligence and as the recognisable property of the Supplier, until they have been paid. In addition, the counterparty will have to sufficiently insure the matters delivered under retention of property and send us a copy of the insurance policy and proof of payment of the premium.

13.6 In case of seizure, suspension of payment or bankruptcy, the counterparty must forthwith inform us accordingly in writing. In case of seizure, suspension of payment or bankruptcy or the threat thereof, the counterparty must immediately point out our retention of property to the confiscating judicial officer, administrator, or receiver.

13.7 The counterparty presently already grants us the right in relevant cases to enter all those places where our goods are located so we can exercise our property rights.

article 14: complaints

14.1 Upon delivery – or as soon as possible after though in any case within 5 business days after delivery – the counterparty must (let) investigate the matters. Hereby the counterparty must control particularly whether the delivered matters correspond with the agreement, being:

- Whether the right matters have been delivered;
- Whether the delivered matters correspond with what was agreed with regard to quantity;
- Whether the delivered matters meet the quality standards or, in their absence, the requirements which may be stipulated for regular use and/or commercial purposes.

14.2 With due regard for the provisions in article 8.4, complaints must be communicated to us by the counterparty within 5 business days after receipt of the matters by way of registered mail with confirmation of receipt.

14.3 Visible deficits/defects and/or damage must be communicated by the counterparty on the bill of lading or the delivery document.

14.4 If upon reception of the matters no comment is noted on the bill of lading or receipt with regard to matters, packaging and/or packing material which may have been damaged, such will be considered as full proof that the counterparty has at least received the delivered matters in proper and undamaged conditions at least visually on delivery.

14.5 The simple fact that a complaint is investigated does not automatically imply that we acknowledge any liability regarding.

14.6 A complaint must at least include an elaborate and detailed description of the defect, as well as a statement of further information from which it can be deduced that the delivered matters and the matters rejected by the counterparty are identical.

14.7 The matters which the complaints regard must remain available to us for inspection and/or verification in the state they were in at the time the defects were identified and may not be sold off unless we have given our emphatic written consent for it in writing. If it is impossible to keep the matters available, one must record the situation upon delivery by way of visual material (photos/film).

14.8 If the complaints regard a part of the delivered matters, this cannot constitute grounds for the rejection of the entire lot, unless the delivered lot in such case cannot reasonably be considered usable.

14.9 The burden of proof for the statement(s) that the delivered matters would not be in conformity lies with the counterparty. This division of burden of proof is applicable to established defects such as (though not exhaustively) differences in colour, quantities or weight delivered, applied dimensions, thickness, polishing, hardness, et cetera.

14.10 If a complaint with regard to a delivered matter is justified, we will be obliged to do no more than to substitute at our own cost the rejected matter, or (at our discretion) to credit the counterparty for an amount equal to the price owed by the counterparty for the rejected matter.

14.11 In case of complete substitution or compensation of matters, the part thereof which has already been consumed will be taken into account.

14.12 The counterparty will return the rejected product to us after our prior written permissions, under conditions to be stipulated by us.

14.13 Any claim by the counterparty lapses after he/she has taken in use, treated, or processed the purchased item(s), or if he/she has printed on or cut it, or respectively has let it be taken in use, treated, or processed, printed on or cut, or has passed it on to third parties, unless the counterparty proves that he was not reasonably able to communicate the complaint to us at an earlier stage.

14.14 The term for complaints regarding invoices sent by us amounts to 5 business days. If no protest is filed against the invoice within that term, it is considered to correctly depict the underlying transaction with us.

14.15 After expiry of the terms mentioned in this article, the counterparty is considered to have approved the invoice and in such case complaints are no longer taken into consideration by us.

14.16 The supplier is not liable and is not obligated to accept and/or investigate complaints about defects if the counterparty has not punctually fulfilled his payment obligations and other obligations towards us, nor in the event that the counterparty and/or third parties, whether on order of the counterparty or not, has applied any change or repair to the matters delivered by us without our prior written consent.

14.17 Complaints do not invest the counterparty with the right to suspend payment obligations or other obligations existing towards us.

article 15: payment

15.1 Matters picked up at our showroom/from our warehouse must be paid for in cash, unless it is emphatically established otherwise in writing with the counterparty.

15.2 Payment must always take place within 30 days after invoice date, without any discounts or set-offs, at our offices or by bank transfer to our bank account as indicated on the invoice.

15.3 We always have the right upon the implementation of the agreement to only deliver goods against cash payment on delivery, or to require payment in advance.

15.4 If the counterparty does not pay within the established term, he will be considered to be legally in default without requiring any summation or default notice.

15.5 From that moment, the so-called statutory commercial interest will be due as intended in articles 6:119a and 6:120 second section Netherlands Civil Code (BW), as well as the judicial and extrajudicial costs incurred to obtain compliance, rescission and/or compensation of damage, will be borne by the counterparty, barring the extent to which we have been ruled against by an irrevocable court decision concerning.

15.6 The extra-judicial collection costs will be set at no less than 15% of the amount still due, with a minimum of 250 Euros.

15.7 The counterparty not, not timely, or not fully complying with his obligations to pay confers on us the right to suspend on our part compliance or further compliance with the agreement until the obligation has been fulfilled by the counterparty. We also have the right, at our discretion, to rescind the agreement, without prejudice to our right to be compensated for damage in connection with the late or otherwise the non-implementation of the agreement.

15.8 Payments made by the counterparty first serve for the settlement of all interest and costs owed and subsequently of payable invoices which have been outstanding the longest, even if the counterparty states that the payment is in regard to a later invoice.

article 16: force majeure

16.1 Intended by force majeure in these general conditions, besides what is stipulated with regard to it in legislation and regulations, are all outside causes, foreseen or unforeseen, on which we cannot exert any influence, but which render us incapable of fulfilling our obligations, including strikes at our company.

16.2 In case of force majeure, the implementation of the agreement is suspended for as long as the situation of force majeure renders it impossible for us to implement the agreement.

16.3 In case of permanent force majeure, we have the right to rescind the agreement without being held to compensate any damage to the counterparty.

16.4 If the situation of force majeure on our part lasts longer than one month, the counterparty has the right to rescind the agreement free of charges, though without being entitled to be compensated for incurred damages.

article 17: warranty

17.1 With due regard for the limitations mentioned in these general conditions, we guarantee the soundness of the matters delivered by us, on condition all our instructions with regard to the use of these matters are strictly observed.

17.2 The warranty period expires six months after delivery.

17.3 We exclusively accept liability for defects of which the counterparty proves that they have occurred before or within the warranty period, exclusively or predominantly as a direct consequence of faulty manufacturing or of the wrong processing applied by us or as a consequence of defective material used by us. If the defect is the consequence of any other cause, we are not liable.

17.4 Calling charges and labour costs (incl. travel expenses) do not fall under the warranty and are billed by us to the counterparty.

17.5 Not covered by this warranty are defects which derive entirely or partially from raw material, material or constructions selected by the counterparty or imposed on us by force by some third party, or resulting from an arrangement by the authorities.

17.6 We guarantee the usability of the matters delivered by us in case of use which is normal (in the sector). In the event of an abnormally high frequency of use, therefore, the warranty lapses. The warranty also lapses if the matters are applied for any other purpose than the one for which they are usually supplied.

17.7 Not covered by the warranty are consequences of specific development risks of newly developed matters.

17.8 In case we are liable on account of the warranty, this liability is limited to the replacement of the defective items or alternatively the refunding of the amount invoiced for these defective items, and such choice at our discretion. The replacement of items is limited to re-supply exclusive of shipping costs. In case of replacement, a new warranty for the substitute matters is furnished, which warranty commences on the day of delivery of the substitute matters.

17.9 We are not bound by any warranty:

- If the counterparty does not or does not timely comply with his obligations pursuant to this agreement or to any other agreement with us;
- If, in the event that we are not the manufacturer of the items supplied by us, the counterparty has received a warranty from the manufacturer, whether directly or through us.

17.10 If we are not the manufacturer of the matters supplied by us, our liability is limited to the liability as it is accepted by the manufacturer or supplier of those matters.

article 18: exceptions liability

18.1 In case we are liable, this liability is arranged and/or limited as follows:

- For defects to delivered matters, liability applies as established in article 17 of these conditions;
- We are only liable if the damage is caused by intent or gross negligence of our managing staff;
- Our liability is otherwise limited by the amount of the invoice values for the order, or at least for that part of the order which the liability regards;

- If, however, according to requirements of reason and fairness, our liability obligation to compensate the invoice value of the order, or rather of that part of the order which the liability is in regard to, is too small in comparison with the damage incurred by the counterparty, our liability is limited to a maximum of 125% of the amount of the invoice value of the order, or rather of that part of the order to which the liability is in regard to;
- Our liability is always limited in any case to the amount of the disbursement of our insurer in such event.
- We are never liable for indirect damage, including consequential damage, loss of profit, missed savings, and damage due to operational or other kinds of stagnation.

18.2 Any further liability is emphatically excluded.

18.3 If the consequences of any damage arisen on account of this agreement were possible to insure by the counterparty or if they are customarily insured by purchasers in the sector, we can never be held accountable for compensation of the damage incurred.

18.4 Barring the event of intent or gross negligence on our part, we are not liable for costs, damage, and interest which are the direct or indirect consequence of:

- Breaches of patents, licenses, copyrights or other third-party rights as a consequence of the use of information provided by or on behalf of the counterparty to us;
- Negligence of our staff or of persons used by us for the implementation of the agreement.

18.5 Models, pictures, tools, drawings, descriptions, software, and all other information made available to us by the counterparty, remain at his expense and risk and will, upon the first written request of the counterparty and still at his expense and risk, be returned to him after use.

18.6 We are not liable for:

- a) Incorrect application and/or incorrect processing of matters delivered by us;
- b) Not obtaining the required permits by the counterparty;
- c) The incurring of injuries during use, unless the injury is the result of a defective matter supplied by us;
- d) The absence and/or unsuitability of the required facilities.

article 19: packaging under own name

19.1 If such is agreed on, we print a design of the counterparty on the packaging material.

19.2 If the counterparty so wishes and we have agreed on this with the counterparty, we can store printed packaging material and keep it available in our warehouse for the counterparty on demand. If this option is used, a separate on-demand agreement can be concluded.

19.3 Before the printing of packaging material according to a design of the counterparty is started with, printing proof will be presented to the counterparty for assessment. After their approval,

it will be impossible to hold us accountable in any way for the execution of the printed material if it does not significantly differ from the printing proof.

19.4 To the manner of execution, deviations in material and/or colour, the provisions are applicable which are included in these general conditions.

19.5 We cannot be held accountable for colour variations if the colour used by us is the same as the sample handed over to us by the counterparty or as the colour code communicated to us by the counterparty.

19.6 We have the right to fully invoice all costs related to the printing of packaging material according to a design of the counterparty, such as design drawings, clichés, and pressure rollers. We will invoice these costs immediately after the printed material is ready, regardless of the fact that the printed packaging material may be available for purchase on demand and may therefore also be invoiced in partial deliveries. Payment of that invoice will have to take place within the applicable term for it.

19.7 All design drawings, clichés, pressure rollers and the likes, whether created on request of our counterparty, by or on our order, also in case they have been or are entirely or partially billed to the counterparty, will remain our property.

19.8 If after a request for a quotation an order is not issued, the cost of a design made for it as well as of the clichés which may have been manufactured already, may be billed by us to the counterparty during 3 months after the date of the quotation. The counterparty is bound to settle these costs.

19.9 Clichés which are put to use by or on order of the counterparty are considered to have been approved.

article 20: intellectual property rights

20.1 All licenses, patents, (trade) marks, copyrights, (possibly registered) models and other intellectual and/or industrial property rights (the "IP rights") to all information, drawings, pictures, and summaries furnished by us in catalogues and price lists are our exclusive property and will lie with us permanently. It is not permitted to a counterparty to copy or give for perusal to third parties this documentation without our emphatic consent.

20.2 All IP rights to designs, drawings, sketches, lithographs, photos, models, stamps, cutting dies, clichés, dessins etc. created by us or on order of us lie with us and will continue to lie with us at all times. They may never be multiplied or made available to third parties without our permission.

20.3 Our counterparty safeguards us against all consequences of a possible violation of any third-party right in the event we have used a certain image, drawing, model, or a certain style on request of our counterparty.

20.4 If the counterparty makes available raw material, ancillary material, ingredients, or printed material to us to be integrated in matters purchased by the counterparty from us, the counterparty safeguards us emphatically against any possible third-party claims on account of violations of copyrights and patent rights, (trade) marks, or models.

article 21: tolerances

21.1 With regard to the established specifications the tolerances listed below are accepted, both upwards and downwards, and within such bandwidth we are therefore considered to have performed adequately and we will not be liable for such deviations. For assessment, the average of the total supplied in a single type, quality, colour, and model will apply as the criterion. For other specifications than those listed below, the deviations permitted on preceding deliveries will be accepted and in their absence the usual deviations. If a minimum or maximum value has been established, double the deviation, either upwards or downwards, is permitted.

21.2 With regard to the quantity the rule applies that we are considered to have performed adequately if deviations in quantities do not amount to more than:

For paper products:

- 20% above or below the indicated quantity for orders until 250 kg;
- 10% above or below the indicated quantity for orders of 250 through 5,000 kg;
- 5% above or below the indicated quantity for orders above 5,000 kg.

For plastics or laminates:

- 30% above or below the indicated quantity for orders with a net weight up to 500 kg;
- 20% above or below the indicated quantity for orders of 500 through 1,000 kg;
- 10% above or below the indicated quantity for orders above 1,000 kg.

For cardboards:

- 20% above or below the indicated quantity for orders smaller than 500 kg;
- 10% above or below the indicated quantity for orders between 500 and 10,000 kg;
- 5% above or below the indicated quantity for orders above 10,000 kg.

For all other products:

- 30% above or below the indicated quantity for orders with a net weight until 500 kg;
- 20% above or below the indicated quantity for orders with a net weight of 500 through 1,000 kg;
- 10% above or below the indicated quantity for orders with a net weight of 1,000 through 5,000 kg;
- 5% above or below the indicated quantity for orders with a net weight above 5,000 kg.

Per order is intended a single lot in one format and quality. Invoicing takes place based on the quantity effectively delivered.

21.3 With regard to material it applies that we are considered to have performed adequately if the deviations in quality, colour, hardness, polishing, thickness, etc. can be called slight. To assess whether a delivery exceeds the accepted limits, an average from the total delivered lot must be rejected.

Deviations in the colour of carton or labelling do not constitute the right of complaint.

21.4 If an assorted packaging is composed of various basic material which is not guaranteed by us as to their colour unity.

21.5 With regard to weights in grams it applies that the accepted deviation in established weight in grams for paper amounts to:

- until 39 grams/m² 8%
- 40 through 59 grams/m² 5%
- 60 grams and over/m² 4%

And for cardboards:

- Up to 500 grams/m² 5%
- from 500 grams up/m² 8%.

21.6 With regard to thickness it applies that the tolerated deviation of single measurements relative to the established thickness amounts, for:

- Plastic film or laminates until 40 µm 20%
- Plastic film or laminates above 40 µm 15%
- Aluminium foil (whether or not as a component of another product) 10%
- other material or combinations 15%

21.7 With regard to the format it applies that the tolerable deviation compared to the established format amounts, for:

- paper on rolls 1% with a minimum of 3 mm
- paper in sheets 1% with a minimum of 5 mm (in length and width)
- plastic film on rolls until 199 mm width 5 mm
- plastic film on rolls of 200 and wider 20%
- bags in plastic film in opened width 10%
- bags in plastic film full length 10%

The tolerable deviation of the established roll diameter is 3 cm. A limited number of so-called rest-rolls may have a smaller diameter.

article 22: partial nullity

22.1 If one of the provisions or a component of them from these general conditions or any component of the underlying agreement were to be void or annulled, this will leave otherwise unaffected the content of the clause, the provisions of these general conditions, i.e. the underlying agreement will remain effective.

22.2 In such case, parties will make an arrangement for the void and/or annulled provision or paragraph which approximates the intention which parties had with the underlying agreement or with these general conditions most closely.

article 23: scope of protective provisions

23.1 All agents, representatives, employees, or other who have received an assignment from us or who have been appointed or employed by us, will each individually enjoy the same protection and be entitled to the same exceptions, exemptions, and limitations of liability as will apply with regard to us pursuant to these general conditions or pursuant to any agreement concluded with us.

article 24: lapsing of claims against us

24.1 Claims we have been held accountable for lapse in case the counterparty has not legally addressed us within 6 months after we have been enjoined in writing and declared in default.

article 25: applicable law

25.1 Only Netherlands legislation, to the exclusion of any other legal system, to all matters which regard these general conditions, the agreement, or the implementation of the agreement.

article 26: disputes

26.1 Disputes which result from agreements concluded with us are settled, as we deem fit, by the competent court in Rotterdam.

article 27: translations

27.1 Of these general conditions, translations may be issued. The Dutch text is binding, however.

article 28: publication reference conditions

28.1 These general conditions have been filed with the Dutch Chamber of Commerce.

28.2 Applicable always is the version filed most recently, and/or the version as it was effective at the time of the offer and/or the transaction with us.