

General Sales and Delivery Terms and Conditions of Dings Kartonnages B.V.



Article 1 Applicability

- 1.1 In these General Sales and Delivery Terms and Conditions we mean by:
 - "Dings Kartonnages": Dings Kartonnages B.V., registered in the Dutch Trade Register under no. 12033705 and/or one of their associated companies;
 - "Product" or "Products": the by Dings Kartonnages offered, sold, and/or delivered packing materials and related Products;
 - "Principal": the legal person or natural person engaging Dings Kartonnages to deliver Products.
- 1.2 These Terms and Conditions apply to all offers and/or agreements made or entered into by Dings Kartonnages with a Principal as well as to the execution thereof.
- 1.3 These Terms and Conditions apply, to the exclusion of any general Terms and Conditions used by the (potential) Principal.
- 1.4 Principal can only appeal to clauses which deviate from these General Terms and Conditions in case and in so far as these clauses have been accepted by Dings Kartonnages in writing.

Article 2 Offers, orders and agreements

- 2.1 All offers of Dings Kartonnages are without obligations. Orders and acceptances of offers by Principal are irrevocable.
- 2.2 Dings Kartonnages will only be bound after they have confirmed the order in writing or in case they have started executing the order.
- 2.3 Any inaccuracies in the order confirmation of Dings Kartonnages need to be reported to Dings Kartonnages in writing, failure to do so means the order confirmation is deemed to describe the agreement correctly and completely and that Principal is bound to it.
- 2.4 Any verbal undertaking or agreement by or with their staff will only bind Dings Kartonnages after they have confirmed such in writing.
- 2.5 Dings Kartonnages are authorised to call in one or more third parties as they see fit for the execution of the order.
- 2.6 These Terms and Conditions also apply integrally to any changes in the agreement.

Article 3 Information

- 3.1 Principal is responsible for the accuracy, completeness and reliability of the details and information provided by or on behalf of him to Dings Kartonnages.
- 3.2 Dings Kartonnages are firstly expected to (further) execution of the order, in case Principal has provided the details and information required by Dings Kartonnages.
- 3.3 In case information required for the execution of the agreement is not, not in time or not in accordance with the agreements available for Dings Kartonnages or in case Principal does not meet his requirements in another way, Dings Kartonnages are also authorised to charge Principal the costs incurred thereby in accordance with their customary rates.
- 3.4 In case and in so far as Dings Kartonnages suffer any direct or indirect damage because data and/or information provided by Principal prove incorrect, Principal is expected to compensate Dings Kartonnages fully for the damages.

Article 4 Conformity

- 4.1 All information from Dings Kartonnages as to quantities, colours, dimensions and/or other indications with regard to their Products will be provided with the utmost care. However, Dings Kartonnages cannot guarantee there will be no discrepancies. Upon receipt of the Products Principal needs to check whether the quantities and/or other indications are in accordance with what has been provided by or agreed on with Dings Kartonnages. Any indications by Dings Kartonnages as to characteristics, dimensions, colours, performances etc. are only approximate and non-committal.
- 4.2 Any images, descriptions, catalogues, brochures, promotional material, price lists and information and offers on the website are non-committal to Dings Kartonnages.
- 4.3 Minor deviations as to colour, purity and quality will never be a reason to any reclamation, refusal to accept the order or dissolution of the agreement nor to any delay in payment.
- 4.4 All technical requirements set by Principal as to the Products to be delivered and which ones deviate from the usual requirements, need to be reported explicitly by Principal when entering into the agreement
- 4.5 In case a (print) proof, model, sample and/or example has been shown or provided by Dings Kartonnages, this is deemed to have only been shown or provided as an indication; how the Products to be delivered can be different from the (print) proof, sample, model and/or example, unless Dings Kartonnages explicitly stated the Products would be delivered in conformity with the shown or provided (print) proof, sample, model and/or example.
- 4.6 At Dings Kartonnages normal ink is used for printing. In case Principal has special requirements as to printing, e.g. regarding the ink being lightfast – and alkaline and wear-resistant, he should state this explicitly beforehand.
- 4.7 Dings Kartonnages will only provide Principal with (print) proofs, samples, models and/or examples after explicit request from Principal or when Dings Kartonnages deem this necessary.
- 4.8 Principal is expected to carefully check all the, whether or not upon his request, (print) proofs, samples, models and/or examples received from Dings Kartonnages for mistakes and shortcomings and to send these back with due speed to Dings Kartonnages duly corrected or approved.
- 4.9 (Print) proofs, samples, models or examples, approved by Principal, are binding as to the execution of the order and are considered a confirmation that the work done prior to the (print) proofs, samples, models or examples has been properly and correctly executed. Products manufactured and work done in accordance with approved (print) proofs, samples, models and/or examples can therefore not give cause for complaint.
- 4.10 The cost of each (print) proof, sample, model or example will be charged next to the agreed price, unless it has been explicitly agreed upon that the costs of these samples are included in the price.
- 4.11 Principal needs to make sure that the Products to be ordered and/or ordered meet all the statutory requirements that apply in the country of destination. The use of the Products and the conformity with the statutory provisions is at the risk of Principal.

Article 5 Intellectual property

- 5.1 All intellectual and industrial property rights as to the Products, the design and the names thereof and with regard to everything Dings Kartonnages are developing, designing, producing or supplying, are vested in Dings Kartonnages. More particularly, Dings Kartonnages are the sole owner and right holder concerning copy right which can arise as to what has been made during the fulfilment of the agreement such as design drawings, models, design graphs and detailed drawings, photographic representations, lithographs, and similar resources and tools, also when the work concerned can be found on the invoice or in the offer as a separate item. Principal will not infringe the intellectual property rights of Dings Kartonnages.
- 5.2 All the things provided or to be provided by Dings Kartonnages according to their design like design drawings, models, design graphs and detailed drawings, data carriers, data files, photographic representations, lithographs and similar resources and tools including parts forming an essential part of the design are not allowed to be reproduced within the scope of any Production process without their written permission, even in case or to the extent regarding the design no copy right or other statutory protection exists for Dings Kartonnages.
- 5.3 Dings Kartonnages are not expected to store the things as mentioned in the first section of this article for Principal. In case Dings Kartonnages and Principal agree that these matters will be stored by Dings Kartonnages, this will be done for one (1) year only and without Dings Kartonnages being responsible for the matters to be suitable for repeated usage.
- 5.4 By placing an order to reproduce objects protected by Copyright or any intellectual or industrial property right, Principal states that there will be no infringement as to copyright or intellectual or industrial property right of third parties. Principal will safeguard Dings Kartonnages judicially and extra-judicially against all consequences, financial as well as other, resulting from reproduction.

Article 6 Materials

- 6.1 In case Principal and Dings Kartonnages agree that Principal will supply material or matter to be printed or to be processed, Principal needs to take care of this delivery in a way which can be considered timely and proper for a normal systematic Production. Principal will thereto ask for and follow instructions from Dings Kartonnages.
- 6.2 Principal is expected to provide, next to the materials or matters necessary for the agreed performance, a reasonable quantity for proofs, waste sheets etc. for the process concerned. Principal will ask Dings Kartonnages to supply a list to that end. Principal will make sure Dings Kartonnages will receive a sufficient supply. Confirmation of receipt of the material or matters by Dings Kartonnages does not imply that sufficient or the quantity stated on the transport documents material has been delivered.
- 6.3 Dings Kartonnages are not expected to check the materials and matters received from Principal for suitability prior to printing or processing.
- 6.4 Dings Kartonnages cannot guarantee characteristics like shelf life, adhesion, gloss, colour, light and colour fastness, or wear resistance of the by Principal supplied materials and matters and the processing and treatment thereof.
- 6.5 Principal is expected to fully inform Dings Kartonnages on the preparations applied and the applied surface treatment as well as to indicate (possible) special problems and/or health risks connected with the materials and Products supplied by Principal or which problems may occur during printing or treatment thereof.
- 6.6 Dings Kartonnages are authorised to do as they please with waste like offcuts etc. as if it were their property. Principal is expected to collect at first request by Dings Kartonnages the unused materials and Products as well as earlier mentioned waste at Dings Kartonnages.

Article 7 Production tools

- 7.1 All Production tools like, but not limited to, clichés, printing plates, cutting dies, data carriers and other graphic material form part of the printing inventory and as such property of Dings Kartonnages, even if they have been made to order and/or been charged.
- 7.2 Principal cannot demand that these Production tools will be handed over to him unless prior explicitly agreed upon otherwise with Dings Kartonnages.
- 7.3 Dings Kartonnages are not required to store these Production tools.

Article 8 Prices

- 8.1 Prices agreed upon with or indicated by Dings Kartonnages are inclusive of transport, but excluding VAT (BTW) and other statutory levies, unless explicitly agreed upon otherwise in writing.
- 8.2 In case Dings Kartonnages are taking on additional work without explicitly having set a price in the agreement for that work, they are authorised to charge a reasonable compensation for that.
- 8.3 In case paper, carton, and/or other materials reserved for a particular order, have not been processed within 3 months after the agreed delivery term, Dings Kartonnages are authorised to charge Principal for the paper, carton and or other materials as well as storage costs.
- 8.4 In case after the offer and/or the realisation of an agreement cost price determining factors are changing, Dings Kartonnages are authorised to adjust the prices accordingly. Laborious texts, extra proofs and author's corrections will also give cause for a price increase. Should the price increase be more than 10%, Principal is authorised to terminate the agreement by means of a written statement. Termination of the order needs to be done immediately after disclosure of the price increase.
- 8.5 Extra laborious texts, unclear text copies, indistinct pictures, drawings or models, faulty data carriers, faulty computer software or data files, faulty way of providing the materials and Products to be delivered by Principal and similar supplies by Principal causing more work and costs for Dings Kartonnages than they could reasonably expect when entering into this agreement, are all cause for an increase of the agreed price. Also extraordinary or within reason unforeseeable processing problems resulting from the nature of the materials and Products to be processed form a reason to an increase of the price agreed upon.

Article 9 Delivery time and delivery

- 9.1 The delivery times indicated by and agreed upon with Dings Kartonnages are approximate and cannot be considered deadlines. Exceeding a delivery time will not require Dings Kartonnages to pay compensation for damages nor does it give Principal the right to fail to meet, or suspend his obligations resulting from this agreement. Principal however, is authorised to dissolve the agreement, in case and in so far as Dings Kartonnages have not executed the order within a reasonable term set by Principal. Dings Kartonnages are in that case not entitled to any compensation.
- 9.2 The delivery time is based on working conditions at the time of entering the agreement and timely supply of the Products and/or services needed by Dings Kartonnages for observing the agreement. In case of a delay as a result of a change in working conditions and/or non-timely supply of the Products and/or services needed by Dings Kartonnages, the delivery time will be extended for as long as necessary.
- 9.3 The delivery time will be extended by the length of the delay caused on the side of Dings Kartonnages as a result of non-compliance by Principal with any obligations arising from the agreement or from cooperation requested from him with regard to the execution of this agreement.
- 9.4 Dings Kartonnages will deliver the Products at the delivery address agreed upon with Principal. Principal is required to accept the Products immediately after arrival at the place of destination.
- 9.5 Should Principal not accept the Products or not pick them up or have them picked up on the agreed delivery date or within the agreed delivery term, those Products will be stored for account of and at the risk of Principal for as long as Dings Kartonnages deem necessary.
- 9.6 Dings Kartonnages are authorised to execute the agreement in parts and to demand payment for the part of the agreement that has been executed.

Article 10 Force Majeure

- 10.1 Should Dings Kartonnages be unable to observe the agreement due to force majeure, they are authorised to suspend the execution of the agreement. Principal is in such a case not entitled to any compensation for damages, costs or interest.
- 10.2 Force majeure includes et al.: extreme weather conditions, fire, flooding, accident, illness or strike of personnel, operational break down, stagnating transport, interrupting statutory provisions, by Dings Kartonnages unforeseeable problems during Production or transport of the Products and non-timely supply of Products or services by third parties called in by Dings Kartonnages.
- 10.3 In case of force majeure Dings Kartonnages are authorised to dissolve the agreement for the part that cannot be executed, through a written statement. Should the force majeure situation go on for more than 6 weeks, Principal too is authorised to dissolve the part that cannot be executed, by means of a written statement.
- 10.4 In case Dings Kartonnages, at the time of when the force majeure situation started, already met part of their requirements or can only partly meet their requirements, they are authorised to invoice all what has been or will be delivered or to invoice the part which can be delivered separately and Principal is expected to pay this invoice as if it were a separate agreement.

Article 11 Shortcomings and reclamations

- 11.1 Should there be any shortcomings as to the Products delivered by Dings Kartonnages, they will have those repaired or repair them, apply a reasonable price reduction or replace the Product concerned, all this only after assessment by Dings Kartonnages. This guarantee is valid for a period of max. 6 months following delivery. In case it concerns Products made on demand or after a design of Principal, this guarantee is valid for a period of max. 6 months after Production.
- 11.2 In each case are not included in the guarantee: shortcomings arising or (also) resulting from faulty, careless or not in accordance with instructions given by or on behalf of Dings Kartonnages transportation, storage or use of the Products and/or other matters or by usage other than normally expected.
- 11.3 Small discrepancies do not qualify as shortcomings and need to be accepted by Principal. When assessing whether discrepancies in the total of the Products should be considered small, a representative sample from the Production will be assessed, unless it concerns a batch of specific Products. Discrepancies which, taking into account all circumstances, within reason have no or secondary influence as to the practical use of the Products, will be considered small discrepancies.
- 11.4 It concerns a small discrepancy in each case when:
 - Quantity
The differences in quantity amount to no more than 10%, whatever more or less has been delivered will be charged or settled.
 - Material
Discrepancies in quality, colour, gloss etc. are not to be more than small as defined in article 11.3. With only small discrepancies Dings Kartonnages are deemed to have delivered properly.
 - Grammarage
The differences in weight should not be more than: 5%.
 - Thickness
Discrepancies in thickness of single measurement compared to the agreed thickness should not exceed:
 - cellophane and plastic film: 20%
 - other materials or combinations: 15%
- 11.5 Principal needs to carefully check the delivered Products immediately after receipt, failing to do so results in not being entitled to any claims or replacement. In case of any shortcoming with regard to the number of delivered Products, this needs to be noted on the delivery note, failing to do so means that the quantities stated on the delivery note or consignment note will be considered compelling evidence against Principal.
- 11.6 Principal needs to notify Dings Kartonnages of the shortcoming in writing within 5 working days after it was determined, failing to do so in time means the claim will be void.
- 11.7 In case Principal lodges a complaint he is required to give Dings Kartonnages the opportunity to inspect or to have someone inspect the Products and/or other matters to assess the shortcoming. Principal is required to keep the Products concerning the claim available for Dings



Kartonnages, failing to do so results in losing each right to claim and/or replacement.

- 11.8 Returning sold Products to Dings Kartonnages, for whichever reason, can only take place after prior written consent and instructions from Dings Kartonnages on how to return the Product and/or other instructions. The Products will at all times be for account of and at the risk of Principal.
- 11.9 Any shortcomings concerning only part of the delivered Products do not give Principal the right to reject or refuse the whole batch of Products supplied.
- 11.10 Principal needs to notify Dings Kartonnages within 8 days after date of invoice regarding any incorrect details on the invoice, failing to do so means that Principal is deemed to have approved the invoice.
- 11.11 Reclamations do not suspend the payment requirements of Principal.
- 11.12 After having established a shortcoming in a Product or other item, Principal is required to do all that can prevent or reduce damage, explicitly including any immediate cessation of using and trading those Products.

Article 12 Retention of title

- 12.1 Dings Kartonnages retain title to the Products delivered and to be delivered until all the receivables due concerning those delivered and to be delivered Products have been fully paid by Principal.
- 12.2 In case Principal fails to meet his requirements, Dings Kartonnages are authorised to recover or have the Products belonging to them recovered from where they are located, at the expense of Principal.
- 12.3 Principal is not authorised to pledge or transfer ownership the Products which have not been paid yet. Principal is required to hold the Products delivered under retention of title with the necessary care and as recognisable property of Dings Kartonnages.

Article 13 Advise

- 13.1 Dings Kartonnages will do their utmost to achieve the results intended with their advice and other information provided, but will not guarantee this.
- 13.2 Advice given by Dings Kartonnages are only meant for Principal.
- 13.3 Other than with prior permission in writing from Dings Kartonnages, Principal is not allowed to disclose the content of advice from Dings Kartonnages nor to make it available to third parties in another way.
- 13.4 Principal will treat all advice, offers and other information provided by Dings Kartonnages as confidential and only use it for the purpose for which that advice, those offers and/or other information was intended.
- 13.5 For any direct or indirect damage, whatever the form or reason, except in case of intent or gross negligence by Dings Kartonnages, arising from the advice and/or information stated in article 13.1, Dings Kartonnages are not liable. Principal will safeguard Dings Kartonnages against all relevant claims from third parties.

Article 14 Payment

- 14.1 Unless mutually agreed upon in writing, payment of the invoices of Dings Kartonnages is required 30 days after the date of invoice in the currency stated on the invoice and only in a way as indicated on the invoice.
- 14.2 Dings Kartonnages have at all times the right to demand payment in advance for the total or part of the amount due, and/or to obtain assurance for payment in another way.
- 14.3 Principal waives each right as to suspension and settlement, nor does he have right of retention regarding the Products. Dings Kartonnages are at all times authorised to settle all they owe to Principal with what Principal and/or companies associated with Principal, whether or not due, owe(s) Dings Kartonnages.
- 14.4 In case payment is not received in time, Principal is to pay without notice of default late payment interest being 8% per month, on the invoice amount, calculated from the due date until and including the day of payment, where part of a month is considered one whole month and undiminished the right of Dings Kartonnages to claim their full damage.
- 14.5 All costs related to the collection of debt are for account of Principal. Extra-judicial collection costs will be calculated based on the Dutch Act concerning those costs (Besluit Vergoeding Buitengerechtelijke incassokosten) with a minimum of EUR 40.00.
- 14.6 All expenses related to the collection of debt are for account of Principal.
- 14.7 The total invoice amount will be due immediately and integrally in case of non-payment of the agreed instalment on the due date, as well as in case Principal has been declared bankrupt, or in case of (provisional) suspension of payment, or when the statutory debt restructuring scheme (WSNP) is declared applicable to him and/or in case any attachment has been levied on the goods of Principal. Should one of the above mentioned situations take place, Principal is expected to notify Dings Kartonnages immediately thereof.
- 14.8 Payments made by Principal will always firstly be to settle expenses made, then to settle interest due and after that for payment of invoices due the longest, even if Principal indicates that a particular payment is to settle a more recent invoice.

Article 15 Right of lien and right of retention

- 15.1 Dings Kartonnages have a right of lien and right of retention regarding all matters and documents Dings Kartonnages holds or will obtain for whatever reason, for all claims they (may) have towards Principal. Dings Kartonnages have right of lien and right of retention towards anyone demanding issuing of the matters or documents.
- 15.2 Dings Kartonnages can also exercise the rights as stated in article 15.1 for whatever Principal still owes Dings Kartonnages in connection with previous and/or already executed orders.

Article 16 Cancellation

- 16.1 Principal may cancel any order placed, provided Principal will pay, within reason, for all the expenses and work done by Dings Kartonnages relating to the execution of this order, as well as the VAT (BTW) on those costs.

Article 17 Liability and indemnification

- 17.1 Except for what has been provided in article 11.1 Principal is not entitled to anything from Dings Kartonnages with regard to shortcomings or defects as to Products delivered

by Dings Kartonnages. Dings Kartonnages can therefore not be held responsible for direct and/or indirect damage, including personal injury and damage to property, immaterial damage, loss of income, stagnation damage, reputation damage and each other consequential loss, whatever the cause, unless there is talk of intent or gross negligence on the part of Dings Kartonnages.

- 17.2 Dings Kartonnages are also not liable for, in the sense as meant above, actions of their staff members or other persons falling into their control, (gross) negligence or intent of these persons included.
- 17.3 Dings Kartonnages cannot be held responsible for damage of whatever nature caused by the Principal or after the Principal treated or processed the Products after delivery, or passed them on to third parties, or has had the Products treated or processed or delivered to third parties.
- 17.4 Dings Kartonnages are not liable for any advice or recommendations given to Principal by them.
- 17.5 Dings Kartonnages are not liable for (the consequences) of discrepancies, mistakes and shortcomings which remained unnoticed in the proofs approved or corrected by Principal, samples, models or examples.
- 17.6 Damage to Products caused by damaging or destroying packaging is for account of and at the risk of Principal.
- 17.7 Dings Kartonnages are not liable for any shortcomings in their Products or the execution of any agreement in case they were caused by, for Dings Kartonnages extraordinary or, within reason, unforeseeable processing problems resulting from the nature of the materials and Products supplied by Principal and also not when the problems are the result of discrepancies between the samples shown to Dings Kartonnages at first and the later by Principal supplied materials or Products for the print-run.
- 17.8 Dings Kartonnages cannot be held responsible for coming loose, sticking, stains, change of gloss or colour of the materials and Products provided by Principal, nor for damaging the by Dings Kartonnages received from Principal and by Dings Kartonnages to be processed or treated materials and Products in case these have had a pre-treatment, like applying lacquer, varnish or anti-stain powder.
- 17.9 Dings Kartonnages cannot be held liable for the consequences of the (un)usability of the so-called EAN symbol ("barcode") or any other code, applied upon request of Principal on the by Dings Kartonnages provided, and for the consequences of incorrect scanning of such a code by the device used for that, such subject to attributable shortcoming of Dings Kartonnages during the Production.
- 17.10 In all cases during which Dings Kartonnages are expected to pay compensation for damages, the amount of that will never exceed the amount on the invoice regarding the delivered Products which caused or were connected with the damage. Also, in case the damage is covered by the business liability insurance, the amount compensated will never exceed the amount which actually will be paid by the insurance company in that particular case.
- 17.11 Each claim on Dings Kartonnages, unless allowed by Dings Kartonnages, will be null and void by the mere expiry of 12 months after the claim arose.
- 17.12 In case Dings Kartonnages, based on the facts and/or circumstances known to them at that moment, will start exercising the right of suspension or the right of withdrawal, while after that irrevocably will be established that exercising this right shouldn't have happened, Dings Kartonnages cannot be held responsible nor expected to be paying any compensation for damages, except in case of intent or gross negligence on their part.
- 17.13 Principal will safeguard Dings Kartonnages as well as staff members of Dings Kartonnages against claims from third parties, including staff members of Dings Kartonnages, who suffered any damage in connection with the execution of the agreement, as a result of action or non-action by Principal and/or the incorrectness or incompleteness of data or information provided by or on behalf of Principal.

Article 18 Representation

- 18.1 In case Principal acts on behalf of one or more others, he will be, undiminished the liability of those others, held responsible towards Dings Kartonnages as if he were the Principal himself.
- 18.2 In case Dings Kartonnages enter into an agreement with two or more natural or legal persons, all principals will be jointly and severally liable all the time towards Dings Kartonnages.
- 18.3 In case Dings Kartonnages enter into an agreement with a company in the start-up phase, the founders will also, after the agreement has been ratified, each be jointly and severally liable.

Article 19 Final provisions

- 19.1 The nullity or voidability of any provision of these Terms and Conditions or of agreements to which these Terms and Conditions apply, shall not affect the validity of the other provisions. Dings Kartonnages and Principal are expected to replace the provisions which are null and void or have been annulled by provisions that are valid with as much as possible the same meaning as the null and void or nullified provision.
- 19.2 In case of an explanation or interpretation of these General Terms and Conditions, the Dutch language prevails.
- 19.3 The location of execution of all orders is deemed to be the address of the registered office of Dings Kartonnages.
- 19.4 To all agreements entered into by Dings Kartonnages as well the execution thereof, only Dutch law applies.
- 19.5 All disputes between Dings Kartonnages and Principal will initially only be settled by the competent judge in the Limburg district, Netherlands, unless mandatory law provides another Dutch judge to be competent. In deviation thereof Dings Kartonnages are authorised to turn to the judge in the place where the registered office of Principal is located.

Version January 2015

These General Terms and Conditions have been deposited at the Chamber of Commerce Limburg under no. 12033705.