

General Sales and Delivery Terms and Conditions of Reclosable Packaging BV Hoevelaken,

Reclosable Packaging B.V. is a private limited company registered in the Commercial Register of the Chamber of Commerce in Amersfoort under number 08133630.

Applicability, offers and conclusion of agreements

Article 1

- 1.1 These general conditions apply to all negotiations, offers and agreements in the context of which Reclosable Packaging B.V. supplies or could supply goods and / or services of any nature to a natural or legal person, hereinafter referred to as "the other party", even if these goods or services are not further specified in these terms and conditions. Any purchase or other conditions of the other party are not applicable, unless they were accepted by Reclosable Packaging B.V. expressly and in writing. Changes and additions to these general terms and conditions are only valid if they are agreed expressly and in writing between the other party and Reclosable Packaging B.V.
- 1.2 Under Reclosable Packaging B.V. is understood Reclosable Packaging B.V., located at Westerdorpsstraat 74, 3871 AZ in Hoevelaken, and furthermore its second trade name "PouchDirect".
- 1.3 An offer or (price) statement does not bind Reclosable Packaging B.V. and serves only as an invitation to enter into an agreement. Descriptions in offers do not bind Reclosable Packaging BV. Reclosable Packaging B.V. is entitled to refuse any delivery, order, etc. without giving reasons. An agreement between Reclosable Packaging B.V. and the other party shall only be entered into if within eight days Reclosable Packaging Ltd has confirmed the order in writing to the other party and/or if the order is executed by Reclosable Packaging BV. with apparent agreement from the other party. Sending the invoice to the other party is considered as an order confirmation.
- 1.4 Verbal commitments by, or understandings or agreements with employees of Reclosable Packaging BV shall not bind Reclosable Packaging B.V. until these understandings, commitments or agreements are confirmed in writing by an authorized representative of Reclosable Packaging B.V.
- 1.5 Discounts are deemed to have been granted only once and do not bind Reclosable Packaging B.V. in any way with respect to later agreements.
- 1.6 Omissions in pricing, which can be proven by Reclosable Packaging B.V. on the basis of the valid prices, can be corrected by Reclosable Packaging BV and recharged.

Price and payment

Article 2

- 2.1 All prices and rates are exclusive VAT and other taxes imposed by the government imposed.
- 2.2 Payment is made without any deduction or set-off and without the other party being allowed to block its payment obligation by attachment or otherwise.
- 2.3 For late payment is the other party by the mere expiry of a payment term in default. The payment term is a fatal term within the meaning of Article 6:83 sub of the Civil Code. Without further notice of default is the other party due to pay an overdue rate of 1.5% per month, whereby a portion of one month as a full month is counted.
- 2.4 If the other party fails to fulfil its payment duties as meant under Articles 2.2 and 2.3, and if Reclosable Packaging B.V. turns to a third party in order to obtain payment of the other party, the other party owes Reclosable Packaging B.V. in respect of extrajudicial collection costs indebted an amount equal to 15% of the invoice amount, increased by the contractual overdue rate, with a minimum of EUR 115,-, without prejudice to the right of Reclosable Packaging BV to claim full compensation, if the extra-judicial collection costs amounts more than 15% of the invoice amount, increased by the contractual overdue rate.
- 2.5 Partial payment by the other party of the Reclosable Packaging B.V. claim does not entitle to a partial execution or delivery. Reclosable Packaging B.V. is only obliged to accomplish the agreed execution or delivery at the moment that in context the whole amount has been paid by the other party.

Confidentiality

Article 3

- 3.1 The other party undertakes to observe secrecy with respect to confidential information from Reclosable Packaging B.V. Information from Reclosable Packaging B.V. shall be deemed confidential if the other party party was informed of this fact or if it arises from the nature of the information or if it can reasonably be assumed by the other party that it concerns confidential information. Reclosable Packaging B.V. shall take reasonable precautions, in order to be able to fulfill this obligation as well as possible.
- 3.2 In case of violation of Article 3.1 the other party shall forfeit without that further notice of default is required a directly claimed fine of EUR 50.000, - (fifty thousand euros).

Suspension Law and Retention of Title

Article 4

- 4.1 If the other party fails to meet its payment obligations as defined in Article 2 of these General Terms and Conditions, Reclosable Packaging BV is entitled to have all current agreements with the other party suspended, until the full payment of the principal amount, interest and collection costs have occurred or until the other party has given adequate guarantee for payment of the full principal amount, interest and collection costs.
- 4.2 All Reclosable Packaging B.V. by virtue of a contract party delivered and to deliver items remain the property of Reclosable Packaging BV until all amounts owed by the other party for any agreed delivered or to be delivered items or performed or to be performed activities, and the amounts referred in article 2.3 and 2.4. to Reclosable Packaging B.V. are met.
- 4.3 As long as Reclosable Packaging B.V. remains the owner of the goods under the above defined terms, is the other party not permitted to dispose the goods, including by providing the goods as collateral to third parties.
- 4.4 Exception to the in 4.1 listed ownership retention is clichés. Other party buys the right to use of clichés.
- 4.5 If by Reclosable Packaging B.V. under a contract delivered items to the other party are being seized, the other party must thereof promptly inform Reclosable Packaging B.V. The other party shall in respect of a seizure, to the other party granted suspension of payment or by a declared bankruptcy of the other party immediately indicate to the responsible bailiff, the administrator or the liquidator on the ownership of Reclosable Packaging B.V.

Inspection and complaints

Article 5

- 5.1 Complaints should be communicated by the other party within two weeks after delivery of the products or after completion of the services to Reclosable Packaging B.V., failing to do so, to the extent that this right would otherwise accrue to the other party, the other party loses the right to claim fulfilment of the contract or compensations to recover losses. A complaint of the other party does not suspend its payment obligation. Any liability on behalf of Reclosable Packaging B.V. resulting from failure by Reclosable Packaging B.V. is limited to the stipulations of Article 8.
- 5.2 The other party shall, after communication of the complaint cease the use of the concerned products in order to avoid complications for Reclosable Packaging B.V. Other party will fully cooperate to a possible investigation of the complaint, failing to do so to which Reclosable Packaging B.V. does not have to handle the complaint. The other party is not allowed to return products to Reclosable Packaging B.V. before agreement by Reclosable Packaging B.V.

Delivery and execution periods

Article 6

- 6.1 The execution and delivery periods to which Reclosable Packaging B.V. has committed itself to the other party, are only indicative, non-fatal terms. Compliance with (delivery) deadlines is a best effort obligation for Reclosable Packaging B.V. In the event of possibly exceeding any period, Reclosable Packaging B.V. shall inform the other party as soon as possible. For the fulfillment of the periods referred to, Reclosable Packaging B.V. may also depend on the other party and / or third parties. If any late fulfillment is the result of a circumstance not attributable to Reclosable packaging B.V., or force majeure within the meaning of Article 11, the obligations of Reclosable Packaging B.V. will be suspended for the duration of the force majeure situation. The provisions in the remainder of Article 11 shall apply accordingly in such a case.
- 6.2 If the late fulfillment is the result of a circumstance attributable to Reclosable packaging B.V., the default of Reclosable Packaging B.V. shall not take effect until the other party has served a written notice that Reclosable Packaging B.V. is in default, which notice of default shall state a reasonable term for compliance, and Reclosable Packaging B.V. is still in default after the expiry of the last term.
- 6.3 If Reclosable Packaging B.V. for its performance of the agreement depends on data to be provided by the other party or other efforts to be performed, and these data are not provided on time or if these efforts are not made in time, Reclosable Packaging B.V. shall be entitled to suspend the execution or delivery for the duration of the delay.
- 6.4 Failure of Reclosable Packaging B.V. as a result of a circumstance attributable to Reclosable Packaging B.V., as referred to in Article 6.2, gives the other party the right to dissolve that part of the agreement to which the omission relates, but shall give a right to additional compensation.
- 6.5 Reclosable Packaging B.V. shall be entitled at all times to deliver orders in instalments.

Termination

Article 7

- 7.1 Without prejudice to the provisions of Article 10 the agreement may, unless the parties agree otherwise, only be terminated by dissolution so exclusively if the other party, after proper written notice of default, attributable fails to comply to fundamental obligations under the agreement. The dissolution should be made by registered letter within 2 weeks; judicial intervention is not required. A notice of default is not required, however, if compliance with the agreement as a result of the shortcoming is permanently impossible.
- 7.2 If the other party at the time of termination has already received the goods or services regarding the execution of the agreement, it can only partially dissolve the agreement and only for that portion, which has not yet been executed by Reclosable Packaging B.V. Amounts that have been invoiced in connection with what it has already delivered or performed as execution of the agreement by Reclosable Packaging BV before the dissolution, remain payable and becomes at the time of dissolution directly due for collection.
- 7.3 Notwithstanding the provisions of Article 7.1 Reclosable Packaging B.V. with immediate effect without judicial intervention by giving written notice to the other party can terminate the agreement wholly or partly, in case the other party is declared bankrupt, if (whether temporary or not) suspension of payment is granted, if it is otherwise unable to be able to meet its payment obligations or if its company is liquidated or terminated. Reclosable Packaging B.V. will by this dissolution not withheld to any compensation.

Liability and indemnity

Article 8

- 8.1 Except with respect of damage caused intentionally or by gross negligence or conscious recklessness of Reclosable Packaging B.V., Reclosable Packaging BV shall only be liable for damages as provided in the following subsections of this article.
- 8.2 Any right to compensation shall be offset in any case where the other party has not immediately take measures after the origination of the damage to limit the damage or respectively to avoid further damage, has as soon as reasonably possible informed Reclosable Packaging B.V. of all relevant information. Any liability of Reclosable Packaging B.V. elapses even if the party does not immediately follow instructions of Reclosable Packaging B.V.
- 8.3 Reclosable Packaging B.V. is not liable for damages resulting from, among other
- defects in materials, including configuration, to which has been made available by the other party to Reclosable Packaging B.V.;
 - use of delivered products by Reclosable Packaging B.V. for a purpose other than what they are suitable;
 - damage or loss of value arising from incorrect, improper or careless use of the delivered product.
- 8.4 Reclosable Packaging B.V. shall not be liable for consequential damage of whatever nature, including loss, lost profit, damage resulting from business interruption and costs in connection with any recall of articles that have been packaged by or on behalf of the other party in the products supplied by Reclosable Packaging B.V. Without prejudice to the provisions of the other terms of these general terms and conditions and in particular the provisions of articles 8.5 and 8.6, Reclosable Packaging B.V. is only liable for direct damage as a result of an attributable shortcoming of Reclosable Packaging B.V. in the fulfillment of the agreement. An attributable shortcoming must be understood to be a shortcoming which a good and diligent colleague can and should avoid, all this with due observance of normal attention and the professional knowledge and resources required for the execution of the agreement. Direct damage is exclusively understood as:
- the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage that qualifies for reimbursement within the meaning of these general terms and conditions;
 - any reasonable costs incurred due to having the defective performance of Reclosable Packaging B.V. comply with the agreement, insofar as this performance can be attributed to Reclosable Packaging B.V.;
 - reasonable costs incurred to prevent or limit damage, insofar as the other party demonstrates that these costs have led to a limitation of the direct damage within the meaning of these general terms and conditions.
- 8.5 Insofar as Reclosable Packaging B.V does not appeal to this article, their liability shall in any case be limited to an amount equal to 50% of the amounts invoiced or invoiced on the basis of the agreement with the other party excl. VAT. If and insofar as the relevant agreement leads to periodic payments, Reclosable Packaging B.V. shall never owe more than 50% of the amounts invoiced during 6 months prior to its default. The amounts described in this paragraph will be reduced by credits given by Reclosable Packaging B.V.
- 8.6 Without prejudice to the provisions of article 8.5, Reclosable Packaging B.V. in respect of bodily injury, whether or not resulting in death, and / or property damage, shall never owe more than the insured amount per event causing damage, whereby a series of connected events counts as a single event.
- 8.7 The other party shall indemnify Reclosable Packaging B.V. of all third-party claims ensuing from or related to (the execution of) the agreement with the other party, unless the other party itself could apply claims against Reclosable Packaging B.V., with due observance of the provisions of this article, if the other party would have suffered the damage itself.

Warranty

Article 9

9.1 Reclosable Packaging B.V. guarantees that its specifications of (any indication of) its products are prepared with care, but Reclosable Packaging B.V. can not guarantee that no minor deviations will occur in this respect. Qualities of what is delivered within the scope of the agreement shown or specified in the offer, the agreement as such or in any other way whatsoever by Reclosable Packaging B.V., may therefore differ from the actual delivery on minor points. Subordinate points are all small deviations in properties of the products to be delivered, which the other party should reasonably tolerate, such as minor deviations in colors, sizes, materials and finish. The presence of subordinate deviations does not offer the other party any ground to suspend its obligations under the agreement, to dissolve the agreement in whole or in part, or to claim compensation. Taking all circumstances into account, deviations that, in all reasonableness have no or a subordinate influence on the value of the delivered for the other party, are always considered to be deviations of minor importance.

Cancellations

Article 10

10.1 If the other party wishes to cancel the agreement - for whatever reason - before the respective goods and / or services have been delivered and / or exported to the other party Reclosable Packaging B.V. is entitled to charge the other party the Reclosable Packaging BV on behalf of the other party made costs, increased by 20%, notwithstanding the right of Reclosable Packaging BV to claim the full purchase price.

Force Majeure

Article 11

- 11.1 Reclosable Packaging B.V. is not obliged to fulfil any obligation to the other other party if they are hindered as a result of a circumstance that is not due to negligence, and by virtue of law, a legal act or generally accepted interpretations comes for its account.
- 11.2 Force majeure in these general terms and conditions shall mean, besides the interpretation of the law and jurisprudence, all external causes, foreseen or unforeseen, which Reclosable Packaging B.V. cannot influence but which prevents Reclosable Packaging B.V. to meet its obligations. Strikes in the company of Reclosable Packaging B.V. or third parties included. Reclosable Packaging B.V. has also the right to invoke force majeure if the circumstance rendering (further) performance of the contract occurs after Reclosable Packaging B.V. should have fulfilled its commitment.
- 11.3 Reclosable Packaging B.V. can during the period of force majeure suspend the obligations under the agreement. If this period lasts longer than two months, then each party is entitled to terminate the agreement without judicial intervention and without any obligation to pay damages to the other party.
- 11.4 Inasmuch Reclosable Packaging B.V. at the time of the force majeure has partially fulfilled its obligations under the agreement or will be able to fulfil, and to the respectively fulfilled part is Reclosable Packaging B.V. entitled to its independent value to the already fulfilled or respectively to be fulfilled part to invoice separately. The other party has to pay this invoice as if it is a separate agreement.

Non-competition

Article 12

- 12.1 Subject to prior written consent, the other party shall refrain from employing (former) employees of Reclosable Packaging B.V. who were involved in the prior 12 months in the execution of the agreement. This clause does not cover bankruptcy or granted suspension of Reclosable Packaging B.V..
- 12.2 In case of violation of Article 12.1 the other party shall forfeit without that further notice of default is required a directly claimed fine of EUR 50.000, - (fifty thousand euros)

Applicable law and disputes

Article 13

- 13.1 The agreements between Reclosable Packaging B.V. and other party are governed by the Dutch law.
- 13.2 By the other party applied general terms and conditions are not valid and are explicitly rejected by Reclosable Packaging BV, unless the parties agree otherwise expressly and in writing.
- 13.3 All disputes arising between Reclosable Packaging B.V. and the other party as a result of an agreement entered into by Reclosable Packaging B.V., or as a result of further agreements, which may be the result thereof, will be settled by the competent court within the district of the location of Reclosable Packaging B.V.

Hoevelaken, April 6, 2018
Reclosable Packaging B.V.
Westerdorpsstraat 74
3871 AZ Hoevelaken
Netherlands
Tel: +31 85 486 5240
Trade Register: 08133630
Info@pouchdirect.nl