

**GENERAL TERMS OF DELIVERY MULTIFOIL B.V.
FILED WITH THE CHAMBER OF COMMERCE IN UTRECHT UNDER NUMBER 30113864**

Article 1. Applicability

- 1.1. These terms of delivery apply to all offers made by Multifoil B.V. and all agreements concluded by Multifoil B.V.
- 1.2. General (purchase) conditions of the customer only apply if expressly agreed in writing that they apply to the agreement between the parties to the exclusion of these terms of delivery.

Article 2. Agreement

- 2.1. The mere submission of a quotation, budget, cost estimation or similar notice, whether or not called an offer, does not oblige Multifoil B.V. to conclude an agreement with the customer.
- 2.2. Multifoil B.V.'s offers are always subject to confirmation and can only be accepted without deviations. Unless expressly stipulated otherwise, Multifoil B.V.'s offers are valid for a period of sixty days after the date of the offer. An agreement is concluded after confirmation in writing by Multifoil B.V. of the assignment to that effect.
- 2.3. The written confirmation referred to in paragraph 2 above is deemed to be correct if the recipient of the confirmation has not expressed any objection in writing within five working days after the date of a confirmation sent by post or within 24 hours after a confirmation sent by fax.

Article 3. Amendment and cancellation

- 3.1. After the conclusion of the agreement, it can no longer be amended by the customer, unless with the express written consent of Multifoil B.V.
- 3.2. It is not possible to cancel agreements concluded with Multifoil B.V., unless with the written consent of Multifoil B.V. In case of cancellation, all costs incurred in connection with the relevant order, including the costs of goods and/or materials purchased and lost profit, are payable by the customer.

Article 4. Price

- 4.1. All prices quoted are excluding sales tax (VAT) and/or other government levies.
- 4.2. Unless expressly agreed otherwise, discounts are always granted on a once-only basis.

Article 5. Price changes

- 5.1. Multifoil B.V. is entitled to increase the agreed price if circumstances occurring after the conclusion of the agreement justify a price increase. Such circumstances will in any case be deemed to exist in the event of an increase in the costs of materials, semi-finished products or services required to perform the agreement, an increase in the dispatch costs, wages, employers' contributions to social insurance, other costs related to employment conditions, or the introduction and increase of new and existing government levies on raw materials, energy or residues.
- 5.2. Extraordinary or reasonably unforeseeable processing difficulties arising from the nature of the materials and products to be processed justify an increase of the agreed price.
- 5.3. Extra labour-intensive text, unclear models, unsound information carriers, unsound computer software or data files, an unsound method of delivery of the materials or products to be delivered by the customer and similar deliveries by the customer compelling Multifoil B.V. to do more work or incur more costs than it could reasonably foresee when it concluded the agreement, justifies or justify an increase of the agreed price.
- 5.4. If the selling prices are based on the exchange rate between the euro and the currency of the country of origin of the goods and these prices change after the submission of the offer, but before delivery, Multifoil B.V. reserves the right to charge the resulting difference to the customer.
- 5.5. In case of a continuing performance agreement within the meaning of Article 13, Multifoil is entitled to increase the price annually on 1 January in accordance with the consumer price index for all households published by the Central Bureau of Statistics.

Article 6. Payment term

- 6.1. Unless expressly agreed otherwise in writing, full payment of invoices sent by Multifoil B.V. must take place within 30 days after the invoice date, without the customer being entitled to any discount, setoff or suspension.
- 6.2. If the customer fails to pay within the applicable term, the customer will be in default without notice by Multifoil B.V. being required.
- 6.3. If the customer fails to pay within the applicable term, the customer will owe interest on the outstanding invoice amount of one percent per month. The customer will then also be liable for payment of any

ADDRESS
Multifoil BV
Laanakkerweg 12
4131 PA VIANEN

PHONE
+31 [0]347 - 366 717

FAX
+31 [0]347 - 366 718

WEBSITE
www.multifoil.nl

E-MAIL
info@multifoil.nl

BANK
ABN AMRO Nieuwegein

BANK ACCOUNT
60.11.88.616

BIC
ABNANL2A

IBAN
NL70 ABNA 0601 1886 16

KVK UTRECHT
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VAT
NL 803731413 B01

extrajudicial costs incurred by Multifoil B.V. to collect all or part of the outstanding invoice amount. These costs are at least fifteen percent of the outstanding amount, with a minimum of EUR 150.00.

- 6.4. If delivery in parts has been agreed, Multifoil will be entitled after delivery of the first part to payment for that first part plus payment of the costs to be incurred for the whole delivery.
- 6.5. Multifoil B.V. is entitled to charge the costs of dispatch by post and/or similar distributor to the customer in advance. Dispatch will then take place after Multifoil B.V. has received payment of these costs.
- 6.6. Multifoil B.V. reserves the right to require security for the payment or advance payment and suspend fulfilment of its obligations until the required security has been provided.

Article 7. Retention

Each delivery of goods by Multifoil B.V. to the customer is subject to retention of title until the customer has paid all it owes under the agreement, including interest and costs.

Article 8. Method of delivery

- 8.1. Unless expressly agreed otherwise in writing, goods to be delivered by Multifoil B.V. are delivered at its premises in Vianen, the Netherlands.
- 8.2. The customer is obliged to co-operate fully in the delivery of the goods to be delivered by Multifoil B.V. under the agreement. The customer will be in default, without notice to that effect being required, if it fails to collect or receive (if delivery at the customer's address has been agreed) the goods to be delivered on Multifoil B.V.'s request.
- 8.3. If transport or dispatch of the goods to be delivered has been agreed, this will take place at the expense and risk of the customer. If the customer has not given any further instructions, Multifoil B.V. will determine the method of transport, dispatch, packaging, etc. The acceptance of Multifoil B.V.'s goods by the carrier counts as proof that their apparent condition was good, unless the bill of lading or the receipt shows the contrary.

Article 9. Term of delivery

- 9.1. Unless expressly stated otherwise in writing, the agreed delivery deadlines are not binding.
- 9.2. If Multifoil B.V. fails to deliver within a reasonable period after repeated written notice of default from the customer, then the customer will be entitled to terminate the agreement.
- 9.3. The agreed deadlines for delivery change in case of an interim change in the agreed specifications for goods specially manufactured for the customer.
- 9.4. The customer is obliged to do all in relation to the performance of the agreement by Multifoil B.V. that is reasonably necessary or desirable to make timely delivery by Multifoil B.V. possible and must comply with any instructions given by Multifoil B.V. with due speed.
- 9.5. If the customer fails to comply with the provisions of the previous paragraph, an agreed delivery deadline will no longer be binding and the customer will be in default without written notice of default by Multifoil B.V. being required.
- 9.6. If transport or dispatch as referred to in the third paragraph of Article 8 has been agreed in the agreement concluded between the parties, the following applies: the time of delivery will be deemed to be the time at which the goods to be delivered by Multifoil B.V. under the agreement are offered for dispatch to the consignee(s) to the carrier mentioned in the agreement.
- 9.7. If delivery in parts has been agreed, the customer will be obliged to accept and pay all products of Multifoil B.V. ordered by it, both within 12 months from the date on which the agreement has been concluded, unless it was agreed otherwise in writing.

Article 10. Inspection on delivery

- 10.1. The customer is obliged to inspect whether Multifoil B.V. has properly performed the agreement immediately after delivery. The customer must state any complaint about Multifoil B.V.'s performance in writing within 10 working days after delivery. After expiry of this term, the customer will have forfeited all rights in that regard.
- 10.2. Multifoil B.V. is always entitled to deliver a new sound performance to replace a preceding unsound performance, unless the default cannot be remedied.
- 10.3. Multifoil B.V.'s performance will be deemed sound between the parties if the customer has put the good delivered or a part of the good delivered to use or has delivered it to a third party, or has allowed it to be put to use or delivered to a third party, unless the customer has first complied with the provisions of the second sentence of the first paragraph of this article.

ADDRESS
Multifoil BV
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4131 PA VIANEN

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FAX
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Article 11. Content of the agreement

The risk of misunderstandings regarding the content and performance of the agreement due to the fact that orders or other communications were not received by Multifoil B.V. or were not correct or incomplete or not in time, rests with the customer. Also the risk of misunderstandings regarding the content and performance of the agreement due to transmission errors in case of use of (tele)communications facilities such as telephone, fax, computer or similar means of transmission rests with the customer. The customer undertakes to indemnify Multifoil B.V. fully in that regard.

Article 12. Deviations

- 12.1 Deviations in goods specifically manufactured for the customer, in the form of a difference between the good delivered and the original model or typesetting proof, printing proof, print proof or other proof, do not justify rejection, a discount, termination of the agreement or compensation if they are of minor significance.
- 12.2 Whether or not deviations in the total of the goods delivered must be deemed of minor significance will be determined on the basis of a representative sample of the goods, unless it concerns a specific individual case.
- 12.3 Deviations that, taking all circumstances into account, cannot reasonably be deemed to affect the usefulness of the goods delivered, or affect it only slightly, will always be deemed to be deviations of minor significance.
- 12.4 Overruns or underruns in the deliveries compared to the agreed number are permitted if not exceeding 10%. Overrun or underruns are invoiced or settled.

Article 13. Continuing performance agreement

- 13.1 A continuing performance agreement is an agreement between Multifoil B.V. and the customer pursuant to which Multifoil B.V. must make deliveries periodically or carry out work and/or provide services regularly.
- 13.2 A continuing performance agreement is concluded for a definitive period of time, unless expressly agreed otherwise.

Article 14. Files delivered by the customer

- 14.1 The customer must deliver files in time and properly, at its own expense and risk. The customer must ask Multifoil B.V. for instructions in this regard.
- 14.2 The files delivered by the customer must meet the requirements on format and software set by Multifoil B.V.
- 14.3 If the customer uses (tele)communications facilities to deliver data files, the risk of transmission errors rests with the customer. Multifoil B.V. is not liable for a failure in the performance of the agreement due to errors in hardware or software or due to incorrect or improper use by the customer. The purchaser undertakes to indemnify Multifoil B.V. fully in that regard.
- 14.4 Multifoil B.V. is not obliged to inspect whether the files received from the customer are fit for purpose before it starts work.
- 14.5 The responsibility for the data files delivered by the customer rests entirely with the customer, which is responsible for their accuracy. The customer is also responsible for compliance with any requirements under privacy legislation.
- 14.6 If Multifoil B.V. finds that the files delivered do not meet the requirements, Multifoil B.V. will not be obliged to perform the agreement. Multifoil B.V. is not liable for the consequences of a failure to carry out the agreed work or a delay in the work. If the agreement cannot be performed for this reason, this will be deemed to constitute a cancellation by the customer as set out in the second paragraph of Article 3.

Article 15. Materials and products provided by the customer for processing

- 15.1 If the customer itself delivers materials or products for processing, the customer must do so in time and properly. The customer is obliged to deliver a reasonable amount of materials and products for testing etc. in addition to the materials and products required for the agreed performance. The customer must ask Multifoil B.V. what it needs. The customer warrants that Multifoil B.V. receives a sufficient quantity. Confirmation of receipt of the materials and/or products by Multifoil B.V. does not mean that Multifoil recognises that it received sufficient materials and/or products or that it received the quantity set out in the transport documents.
- 15.2 Multifoil B.V. is not obliged to inspect the fitness for purpose of the goods received from the customer before it starts processing.

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- 15.3 Materials and products must be fit for the agreed processing and the customer must comply with the instructions given by Multifoil B.V. If Multifoil B.V. finds that the goods delivered do not meet the requirements, Multifoil B.V. will not be obliged to perform the agreement. Multifoil B.V. is not liable for the consequences of a failure to carry out the agreed work or a delay in the work. If the agreement cannot be performed for this reason, this will be deemed to constitute a cancellation by the customer as set out in the second paragraph of Article 3.
- 15.4 Multifoil B.V. cannot be held liable for a failure in the performance of the agreement if this is due to extraordinary or reasonably unforeseeable processing difficulties arising from the nature of the materials or products delivered by the customer or due to differences between the example/sample first shown to Multifoil B.V. and the materials or products subsequently delivered by the customer.
- 15.5 Multifoil B.V. does not warrant the properties of the goods delivered if the customer has not stated the properties and nature of the goods delivered by it at the latest on conclusion of the agreement or has provided unsound information about the applied pre-processing and the applied surface treatment
- 15.6 Unless expressly agreed otherwise, Multifoil B.V. cannot be held liable for the coming off, sticking, soiling, changing of gloss or colour, or damaging of goods received by it for processing from the customer.
- 15.7 The customer is obliged to draw Multifoil B.V.'s attention to special problems or health risks in connection with the processing of materials and products delivered by it.
- 15.8 Multifoil B.V. is entitled to dispose of residues such as scrap etc. of materials and products delivered by the customer as if they were its property. On Multifoil B.V.'s request, the customer must collect the unused materials or products and the aforementioned residues at Multifoil B.V.'s premises.

Article 16. Intellectual property

- 16.1. The customer guarantees Multifoil B.V. that the performance of the agreement and especially the reproduction and/or disclosure of goods and/or data (such as copy, type, models, drawings, photographs, lithographs, movies, information carriers, software, data files, etc.) received from the customer do not infringe on rights of third parties under national, supranational or international regulations in the field of intellectual property and/or the right of industrial property. The customer undertakes to indemnify Multifoil B.V. both in and out of court against any claims third parties may enforce under the aforementioned laws and regulations.
- 16.2. If there is reasonable doubt about the legitimacy of third-party rights as referred to in paragraph 1 of this article, Multifoil B.V. will have the right to suspend performance of the agreement until a final court judgment to the effect that Multifoil B.V. will not infringe on these rights by performing the agreement. Thereafter Multifoil B.V. will still carry out the order within a reasonable period of time.
- 16.3. Unless expressly agreed otherwise in writing, Multifoil B.V. is the party entitled to any intellectual property rights arising in respect of works (including production means and resources) created by it in the performance of the agreement, also if the relevant work is stated as a separate item in the offer or on the invoice.
- 16.4. The goods delivered or to be delivered by Multifoil B.V. according to its design (including production means and resources) may not be reproduced or used within the framework of a production process, also not if and to the extent that Multifoil B.V. has no intellectual property right or other legal protection in respect of the design.
- 16.5. After delivery by Multifoil B.V., the customer obtains a non-exclusive right to use works created by Multifoil B.V. under the agreement. The right to use is limited to the right of normal use of the goods delivered and expressly excludes the right to reproduce the goods within the framework of any production process.

Article 17. Warranty

- 17.1. If Multifoil B.V. manufactures goods at the instruction and expense of a customer and the manufactured goods are unsound, then Multifoil B.V. guarantees that it will repair and/or replace the goods manufactured by Multifoil B.V. at the instruction and expense of the customer at its own expense.
- 17.2. Goods of third parties delivered by Multifoil B.V. are covered by the warranty provisions and warranty periods stipulated by Multifoil B.V.'s suppliers. Unless agreed otherwise in writing, these warranties only apply to errors in material and workmanship. Multifoil B.V. does not provide any other warranty with respect to goods of third parties than those received by it from its supplier or given by the supplier directly to the end user.
- 17.3. If Multifoil B.V. processes goods at the instruction and expense of a customer and the processed goods are unsound, then Multifoil B.V. guarantees that it will repair and/or replace the goods processed by Multifoil B.V. at the instruction and expense of the customer at its own expense, or

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request that the customer deliver the goods again in unprocessed condition, after which Multifoil B.V. will process them a second time, this time in the proper way. The choice to repair or process a second time, as set out above, is up to Multifoil B.V. If Multifoil B.V. opts for reprocessing goods to be delivered again by the customer, then the goods are at the expense of the customer.

- 17.4. Repair and/or replacement does not mean that the warranty period begins anew.
- 17.5. Multifoil B.V. may always refrain from replacement or repair of goods delivered by it and proceed instead to termination of the agreement and refund of the amount invoiced for the goods concerned.
- 17.6. In case of improper use, inexperienced use, damage by exposure to UV radiation, moisture or other causes over which Multifoil B.V. has no control, the warranty does not apply. The warranty never extends to costs and damage due to changes or repairs to products carried out by or at the instruction of the customer itself, or if due to use of the products for purposes other than for which they are intended, or careless or improper handling or maintenance of the products.
- 17.7. Multifoil B.V.'s liability for repair and/or replacement of goods delivered to a customer outside the Netherlands is limited to the amount Multifoil B.V. would have paid for repair and/or replacement in the Netherlands.
- 17.8. If Multifoil B.V. replaces certain parts of goods returned for repair, these replaced parts become property of Multifoil B.V.

Article 18. Force Majeure

- 18.1. Force majeure occurs if Multifoil B.V. cannot perform the agreement due to a circumstance that is not attributable to it, and for which it is not accountable according to the law, the agreement or generally accepted standards.
- 18.2. Force majeure occurs in any case if Multifoil B.V. is unable to perform the agreement due to war, mobilisation, riots, floods, closed shipping traffic and other transport obstructions, stagnation or reduction or cessation of delivery by public utilities, shortage of coal, gas, petroleum or other energy resources, fire, breakdown of machinery and other accidents, failure and defects in (tele)communications facilities, strikes, lockouts, trade-union actions, export restrictions, other government measures, non-delivery of necessary materials and semi-finished products by third parties, intent or gross negligence of employees or auxiliary persons, breach of contract by auxiliary persons and other similar circumstances.
- 18.3. In case of force majeure, the customer will not be entitled to termination of the agreement or damages.

Article 19. Liability

- 19.1. If the goods delivered by Multifoil B.V. are unsound, Multifoil B.V.'s liability towards the customer is limited to what is set out under "warranty" in Article 17 of these terms of delivery. Compliance with the warranty obligations counts as sole and full compensation.
- 19.2. Any direct damage for which Multifoil B.V. is accountable is reimbursed up to the amount invoiced for the good concerned.
- 19.3. Direct damage only includes:
 - the reasonable costs of determining the cause and extent of the damage, to the extent that the determination relates to direct damage within the meaning of these terms of delivery;
 - the reasonable costs incurred to have the poor performance of Multifoil B.V. conform to the agreement, unless the shortcoming cannot be attributed to Multifoil B.V.;
 - the reasonable costs incurred to prevent or minimise damage, to the extent that the customer can demonstrate that these costs have led to limitation of the direct damage within the meaning of these terms of delivery.
- 19.4. Multifoil B.V. is not liable for indirect damage, including in any case consequential damage, lost profit, lost savings and damage due to business stagnation.
- 19.5. Multifoil B.V. is not responsible for damage of any kind arising because or after the customer has put the goods delivered to use after delivery, or has processed or delivered them, or has allowed third parties to put them to use or process or deliver them.
- 19.6. Multifoil B.V. is not liable for any damage to third parties caused by the goods delivered by Multifoil B.V. for which it is not liable under the agreement with the customer or these terms of delivery. If Multifoil B.V. is held liable for any damage to third parties caused by goods delivered by Multifoil B.V., the customer will fully indemnify it in that regard.
- 19.7. The customer must determine in advance whether the goods to be delivered by Multifoil B.V. are fit for the customer's purposes. Multifoil B.V. does not accept liability in that regard.
- 19.8. Any right of the customer to claim damages expires if a claim to that effect is not lodged before a competent court within six months after delivery.

ADDRESS
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Article 20. Confidentiality

Both parties undertake to keep secret all confidential information that comes to their knowledge within the framework of the agreement concluded between them.

Article 21. Applicable law, competent court

- 21.1. All agreements concluded by Multifoil B.V. are governed exclusively by Dutch law.
- 21.2. The UN Convention on the International Sale of Goods does not apply to agreements concluded by Multifoil B.V.
- 21.3. Any disputes arising from agreements between the parties that are governed by these terms will in the first instance be submitted to the competent court in the district of Utrecht.

Article 22. Final provision

The titles of the articles in these general terms are only for the convenience of the parties and do not affect the content. They have therefore no legal effect.

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