

Terms and Conditions of Sale and Delivery 2016

Paxpring B.V.

GENERAL CONDITIONS OF SALE AND DELIVERY

All contracts of sale for any Goods by Paxpring B.V. shall be on and subject to these Terms and Conditions

1. BASIS OF AGREEMENT

- 1.1 The basis of agreement is the order confirmation forwarded by Paxpring B.V. and these terms and conditions of Sale and Delivery that apply to all deliveries, unless otherwise agreed in writing.
- 1.2 The Purchase Agreement has been entered into between two trading concerns (a trade purchase), and the Purchaser declares that the purchase is made in the ordinary course of business.
- 1.3 Special terms of purchase specified by the Purchaser before or after receipt of order confirmation and these Terms of Sale and Delivery must be approved in writing by Paxpring B.V. in order to change the basis of agreement.
- 1.4 If any provision in these terms is found to be invalid, the validity of the other provisions is not affected. The basis of agreement shall subsequently be interpreted as closely as possible to the intended objective.

2. DELIVERY

- 2.1 As specified in the order confirmation, delivery is either
 - 2.1.1 Ex-works; Delivery to carrier takes place at the production facility that Paxpring B.V. selects and has agreements with.
 - 2.1.2 Carriage and Insurance paid to the address stated in the order confirmation.
 - 2.1.2.1 Unless otherwise indicated, the place of delivery is the Purchaser's place of business.
 - 2.1.2.2 Delivery shall be deemed to take place when the Goods arrive at the Delivery Address (before unloading).
- 2.2 INCOTERMS 2010 apply, unless deviated from by these Terms of Sale and Delivery.
- 2.3 The products are delivered in the production facility's standard packaging, unless otherwise indicated in the order confirmation. For Free Carrier delivery, special time limits for arrival at the factory must be approved by Paxpring B.V..
- 2.4 Paxpring B.V. will make every effort to arrange that the production facility will deliver the number of products agreed according to the specifications and dimensions agreed and corresponding to any samples or prototypes. Unless otherwise agreed, the delivery is according to contract signed by production facility and Purchaser when within the following tolerances:
 - a) The number of delivered and invoiced packaging units may deviate max 10% from the agreed specifications.
 - b) The number of units not fit for use may not constitute more than 3% of the number delivered.

- 2.5 If the time of delivery is indicated with the number of the week in the order confirmation, delivery is on time when surrendered to the carrier before the end of the relevant week, which is taken to mean Sunday at midnight. If the time of delivery is indicated with a date in the order confirmation, delivery is on time when surrendered to the carrier before midnight on the relevant date.
- 2.6 If the time of delivery agreed is subject to a delay, Paxpring B.V. is entitled to postpone the time of delivery by two weeks from the last stated time of delivery, and the Purchaser is not entitled to cancel the Agreement or claim compensation.
- 2.7 The production facility may deliver the Goods in advance of any delivery time indicated by Paxpring B.V. upon giving reasonable notice to the Purchaser.
- 2.8 Paxpring B.V. assumes no liability for consequential damages of any kind whatsoever, including operating losses, loss of profits or indirect losses due to late delivery.

3. PRICES

- 3.1 All prices are exclusive of VAT and other duties.
- 3.2 Paxpring B.V. is entitled to charge VAT and other duties to the Purchaser in accordance with the rules and the rates applicable at the time of the issue of the invoice.
- 3.3 Paxpring B.V. may vary the prices agreed with 30 days' notice. The Purchaser is entitled to cancel agreements on deliveries comprised by the new terms and prices within 15 days from receipt of the notification of changes in terms and prices.
- 3.4 If the order confirmation stipulates that Paxpring B.V. is to arrange for transport to the destination for Ex-works delivery, such costs are invoiced separately. The freight agreement is made on the same conditions as the products.

4. TERMS OF PAYMENT and TITLE

- 4.1 Unless otherwise agreed, the terms of payment are 30 days net cash from the date of invoice.
- 4.2 Payment is made in Euro and Paxpring B.V. receives the amount exempt from any fees.
- 4.3 If the amount is not paid in time, Paxpring B.V. is entitled to charge penalty interest of 1.25% (one-point-twenty-five percent) per month or part thereof, above the official rate of discount applicable in The Netherlands until payment is affected. Paxpring B.V. is also entitled to charge a fee for issuing late payment notices etc.
- 4.4 Claims that do not concern the delivery comprised by the invoice may not be set off against the amount due to Paxpring B.V..
- 4.5 Paxpring B.V. may at any time request that the Purchaser provides sufficient security for payment of the purchase amount. Such security is to be determined by Paxpring B.V.. If the Purchaser does not provide said security, Paxpring B.V. is entitled at its discretion to cancel the transaction or withhold the object of the purchase until the purchase price has been paid in advance.
- 4.6 The property in the Products shall not pass to the Purchaser until settlement in full of the contract price together with any interest and any other sums due from the Purchaser on any account whatsoever and in the case of payment by cheque bill of exchange or promissory note until the same has been honoured.

5. COMPLAINTS

- 5.1 The Purchaser must examine the product thoroughly immediately after receipt in order to establish any defects.
- 5.2 If the Purchaser subsequently wishes to make a claim against Paxpring B.V., the Purchaser must immediately inform Paxpring B.V. in writing if the claim concerns the number delivered, visible defects such as colours, shape or any deviations in measurements, materials etc. agreed.
- 5.3 Complaints about other defects must be made within seven (7) days after receipt of the product.

6. DEFECTS

- 6.1 If according to clause 5 above the Purchaser has filed a complaint in due time to Paxpring B.V. because of defects, Paxpring B.V. must, if the defect is recognized, *at its discretion* make a full or partial new delivery or remedy the defect and/or grant the Purchaser a proportionate reduction of the purchase price for the decrease in value caused by the defect. However, Paxpring B.V.'s liability for defects cannot in any event exceed the invoiced price for the defective products.
- 6.2 Paxpring B.V. is not liable for other defects than those that expressly follow from clause 6.1. Paxpring B.V. is in no event liable for indirect or consequential losses, including operating losses and losses of profits, including any claims from third parties.
- 6.3 If the delivery in question is produced according to the Purchaser's specifications, the Purchaser is responsible for the correctness of all information with which Paxpring B.V. is provided.
- 6.4 Unless development or delivery of packaging for a specific product has been specifically agreed in writing, specifying the requirements which the product must be able to withstand, no claims can be made against Paxpring B.V. because the product does not serve the objective assumed by the Purchaser.
- 6.5 If the Purchaser has been provided with a sample, or if it has been agreed that the first delivery is to be considered a sample delivery, the Purchaser cannot make any claims against Paxpring B.V. for circumstances that the Purchaser ought to have established prior to approving delivery of the sample.
- 6.6 The Purchaser must determine any invariable requirements issued by a public authority in respect of packaging of the objects in question. The Purchaser cannot make any claims against Paxpring B.V. in the event of non-compliance with any requirements issued by a public authority, unless Paxpring B.V. has guaranteed compliance with such requirements in writing.

7. PRODUCT LIABILITY

- 7.1 Paxpring B.V. is not liable for personal injury and damage to consumer property in accordance with Dutch law on product liability.
- 7.2 Paxpring B.V. accepts no liability for consequential damages of any kind whatsoever, including operating losses or loss of profits or any other indirect loss resulting from defects in the products delivered, other than specified under
- 7.3 Paxpring B.V. is not liable for damages to products manufactured by the Purchaser or to products of which they form part or for any other damage to real or movable property, unless it is proven that such damage is due to defects or negligence on the part of Paxpring B.V. or anyone for whom Paxpring B.V. is responsible.
- 7.4 To the extent that Paxpring B.V. is deemed to have product liability towards any third party, the Purchaser must indemnify Paxpring B.V. for such damages as Paxpring B.V. may be ordered to pay in so far as such damages exceed the provisions set out above.
- 7.5 Paxpring B.V. and the Purchaser are under a mutual obligation to be sued at the same Court or at the Court of Arbitration reviewing claims for damages made against one of them on the basis of damages that were allegedly caused by the product delivered.

8. RIGHTS

- 8.1 Any rights to products, drawings, prints, designs, technical data of any kind, samples, appliances, methods, moulds and tools, production facilities etc. remain the property of Paxpring B.V..
- 8.2 If Paxpring B.V. and the Purchaser jointly develop products, Paxpring B.V. has *exclusive title* to products, drawings, designs, technical data of any kind, samples, appliances, methods, moulds and tools, production facilities etc. and has the full right of disposal, including but not restricted to production to other customers, patenting or other protection of the exclusive right, licence agreements and further development.
- 8.3 Information of any kind comprised by clauses 8.1. and 8.2. may not without the written consent of Paxpring B.V. be used by the Purchaser or be copied, reproduced, transferred or in any other manner disclosed to any third party.
- 8.4 Production tools paid in full or in part by the Purchaser will only be used for production for the Purchaser by Paxpring B.V.. and are not handed out to Purchaser or other third parties, unless agreed by Paxpring B.V. in writing.

9. THIRD PARTY RIGHTS

The Purchaser must indemnify Paxpring B.V. for any claim made by any third party against Paxpring B.V. as a consequence of third party rights in the form of patents, designs, trademarks etc. with respect to objects, materials or information provided to Paxpring B.V. by the Purchaser for the purpose of development and/or production of goods, and to reimburse Paxpring B.V. for any costs or expenses incurred as a consequence hereof.

10. FORCE MAJEURE

- 10.1 Should Paxpring B.V. be prevented from or hindered or delayed in performing any of its obligations under the Contract by reason of trade dispute (whether involving Paxpring B.V.'s or a third party's employees), or of non-availability, interruption or failure of or delay in Paxpring B.V.'s usual supply sources, acts of national or local government or other authority, storm, tempest, fire, flood, explosion, accident, theft, civil disturbance, insurrection or war or by any other cause whatsoever beyond Paxpring B.V.'s reasonable control then the Contract may be suspended and/or cancelled (whether or not while suspended) by Paxpring B.V. by notice and Paxpring B.V. shall have no liability in relation to any failure.
- 10.2 Paxpring B.V. will make every effort to ensure that delivery can be made with a delay corresponding to the period during which a force majeure situation has prevailed. In the event of force majeure, all the Purchaser's rights towards Paxpring B.V., including the right to cancel orders or submit claims for damages, cease to apply.

11. GENERAL

- 11.1 If any of these Conditions shall be held unenforceable, the remaining Conditions shall have full force and effect
- 11.2 Any notice under the Contract shall be given in writing.
- 11.3 The validity, construction, performance and interpretation of this Agreement, and the legal relations of the Parties to it, shall be governed by the laws of the Netherlands. The courts of the Netherlands shall have jurisdiction.

Date: December 2nd, 2011
Signed by: Joost van Andel, director Paxpring B.V.