



GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

SUPERTAPE BV, ETTEN-LEUR

As registered at the district court of 's-Hertogenbosch

I. Applicability

These general terms and conditions are applicable to all our offers, contracts and all arrangements which arise thereof. They are given precedence above the conditions of sale of our Contractor, which we do not recognise. Alterations and exceptions to these general terms and conditions may take place only in writing, and, in that case, will apply only to the specific contract to which these alterations and exceptions are related.

II. Offers, orders and prices

1. Our offers should be considered as a whole, and are valid for 30 days or as many days shorter or longer as is indicated in the offer. However, these offers are still made without any obligation, and can be cancelled by us within ten working days of acceptance, without making us liable for any payment of compensation.

2. In case of an order being placed without a preliminary offer from us, the contract is only recognised when we confirm it within fourteen days of receipt, or put it into effect.

3. If there is a difference between the order and our order confirmation, our confirmation will be decisive, unless the Contractor, within five working days of the date of the order confirmation, objects in writing, in which case we will not be bound.

4. All prices are valid for delivery from our warehouse and are exclusive of B.T.W. (VAT). They are based on the factors determining the price which are current at the time of the offer, no matter what those might be.

5. We are authorised to increase the quoted or agreed prices on the basis of the occurrence of an increase of the factors determining the price, even if this increase was foreseeable. In all cases, prices may be increased when

there is an increase in the cost of the materials, personnel, machines and power, and levies by the government. Postage, as well as additional expenses, will be charged for orders below Euro 340,-.

6. Discounts will be deemed to be granted only once. Discounts which have been granted before will not bind us in any way for later contracts.

7. All agreements, arrangements and statements of our employees, including the representatives, will only be binding to us after we have confirmed these in writing.

8. Changes of any nature in the original order, applied by our Contractor, will be charged to the Contractor if these changes lead to higher costs than those which were taken into account on the quotation. Any changes should be brought to our attention timely and in writing.

III. Cancellation

1. In the event of the whole or partial cancellation by our Contractor of an offer which we had accepted, our Contractor is obliged to fully remunerate all costs, including storage costs, preparation costs and supply costs, which have been induced by this order.

2. Our Contractor may also be required to pay for the materials and/or semi-manufactured goods needed for the execution of the order, at the price which was computed in our calculation.

3. Furthermore, we have the right to demand remuneration of all costs and damages from our Contractor, including loss of earnings and interest, of at least 35% of the value of the order.

IV. Delivery and responsibilities

1. Given delivery times are objectives and will never be

considered to be set deadlines. If the delivery time is exceeded, we shall only default following a written proof of default after at least 30 days. We are authorised to deliver an order in parts, which may be invoiced separately.

2. We are entitled to deliver 10% more or less than the agreed quantity. Invoicing takes place on the basis of the quantity actually delivered.

3. Delivery takes place through our warehouse. The goods are assumed to have been delivered, and the responsibilities relevant to the goods transferred to our Contractor, as soon as the goods are located in the transport vehicle, even when we undertake the transport ourselves or when the co-operation of our Contractor has been refused (or is assumed to have been refused). This includes the possibility that we may still have the goods, or that they are in storage with a third party, because receipt by the Contractor has been obstructed.

4. Transgression of the delivery time caused by changes by our Contractor to the given order are fully at the risk and expense of our Contractor.

5. If there is a question of part-delivery, and our Contractor does not collect a part-delivery within the agreed period of time, we reserve the right to deliver the remainder and invoice this in the usual way or - by our own choice - to cancel the order, insofar as it still has to be carried out. This does not affect the right to full compensation.

6. In the event of part-delivery, it is the responsibility of the Contractor to always ensure he has enough product in stock in case the delivery time is not met.

V. **Force majeure**

1. Force Majeure refers to every circumstance beyond our control, even if this circumstance could have been anticipated at the realisation of the contract, which temporarily, wholly or partially prevents the fulfilment of the contract. Amongst these are - without limitation - war, threat of war, riots, strikes, lockouts, acts of government, transport difficulties, fire and other malfunctions in our

company or one of our machines, and hindrance by our suppliers, sub-Contractors and/or carriers.

2. Force Majeure suspends our obligations, without making us liable for any payment of compensation. We are also authorised to dissolve the contract wholly or partially, without mediation by the court, and without any liability for payment of compensation.

3. If the prevention of the execution of the contract caused by force majeure lasts longer than six months from the original delivery date, our Contractor is authorised to give us the choice of carrying out the contract, or to terminate the contract partially or entirely. We are obliged to make our decision known within 30 days following the aforementioned request. On no account will we be liable for compensation.

4. Compliance with one or more cases under the circumstances as mentioned above does not affect the right to use the authority of termination in the following cases.

VI. **Suspension and termination**

1. Besides cases of force majeure, we also have the right to turn to suspension or to whole or partial termination of the contract without any preceding injunction, proof of default or mediation of the court, without any obligation to compensate and without affecting any of our other rights, in case our Contractor does not at all satisfy the commitment which may arise from any contract with us, does not properly satisfy it or does not satisfy it in time, or in case we may reasonably expect that our Contractor will fall short of the fulfilment of any contract with us. All amounts owed to us by the Contractor will then become fully payable on call.

2. This also applies in the event of confiscation, bankruptcy, suspension of payment, receivership of our Contractor or closure or liquidation of his company.

VII. **Payment**

1. The payment term is always no later than 14 days from the date of the invoice and the payment has to be

made in the payment method we require. If the payment term is exceeded, our Contractor will be considered to be in default even without proof of default. We are authorised to use payments by our Contractor to satisfy our oldest demands on this Contractor. In the event of part-deliveries we are authorised to invoice separately for every individual part-delivery.

2. Balancing or postponement is not allowed. Our Contractor expressly waives these rights.
3. We have the right to demand an advance, bank guarantee or any other form of security, or make the payment immediately due/send goods cash on delivery. If security is refused, we are authorised to postpone any (further) commitments towards the Contractor.
4. From the day that the payment was due to take place, our Contractor is charged interest at 1% per month or part hereof, without affecting any of our relevant rights.
5. All legal and non-legal collection charges, which are incurred by us in order to bring about the fulfilment of the commitments of our Contractor, will be charged to the Contractor by way of fixed remuneration. The non-legal expenses will be calculated according to the collection rate as advised by the Dutch Bar (Nederlandse Orde van Advocaten), with a minimum of Euro 340,-. This does not affect our right to claim higher actual damages. The claim for expenses of the person who has been brought in by us for collection of dues is sufficient as proof of liability.

VIII. **Returns / complaints**

1. Returns will not be accepted unless we have given written authorisation in advance. In that event, the goods must be returned in the original packaging at the expense of our Contractor.
2. Complaints concerning delivery should be submitted within 5 days of discovery or 5 days after they could have reasonably been discovered, yet at least within 90 days of delivery, in writing and with the reasons for return. The goods concerned should be made available to us un-

altered, so that the nature, extent and soundness of the complaint can be investigated. Furthermore, our Contractor should give us the opportunity to rectify any potential shortcomings.

3. The checking of the quantity and quality (unless agreed otherwise) on the delivered products rests with the Contractor. If he does not complain as soon as possible and at least within one working day of the delivery of the goods, the quantities which are mentioned on the consignment or delivery notes, invoices or similar documents are considered to be correct.
4. It is the responsibility of our Contractor to check the delivered goods. Defects which are instantly noticeable on receipt of the goods should immediately be taken down on the consignment note or similar document, with a clear description of the complaint.
5. If there is no timely complaint, or if the goods have been wholly or partially processed, the goods are considered to have been approved and our responsibility will therefore cease, unless problems can only be established by processing the goods, which does not diminish the Contractor's responsibility to claim in time.
6. Complaints about invoices should be submitted in writing and within 8 days from the date on the invoice. Failure to do so means that the information on these invoices should be considered correct by all parties.

IX. **Liability**

1. Our Contractor is obliged to follow our indications concerning the use and storage of the delivered goods. A failure to do so will rule out all liability. Recommendations on our part concerning quality, composition, manuals, treatment, methods of application, and characteristics of goods, together with advice, are only given to our best knowledge, based on experience, and are without guarantee. They exclude any liability for any damage, including damage incurred by third parties. Our liability finishes unconditionally when our product has been processed into other products/applications.



2. We are not liable for damages caused by the (un)reliability of the EAN-code or any other code, in whichever form.

3. In case of liability, our obligations with respect to compensation are limited to the extent of the net invoice value of the goods concerned.

4. We are not liable for any type of damage at our Contractor's and/or at third parties, if this damage is caused by amongst other things:

- a. errors in designs and/or drawings which were instructed by the Contractor and do not originate from us, or in drawings, information or orders which originate from our Contractor;
- b. inadequacy of materials and parts which have been made available by our Contractor;
- c. functional unsuitability of materials and parts which have been assigned by the Contractor;
- d. inadequate execution of work by third parties which have been employed by our Contractor, including inadequate packaging and transport;
- e. the use of our products for a different purpose than they are suitable or designed for
- f. damage or loss of value caused by incorrect or ill use of the delivered goods.

5. Print proofs which have been approved by our Contractor can not give cause for complaints.

X. Indemnify

1. We shall never be held responsible any further towards third parties for damage, which originates from the execution of the contract for which the present conditions are applicable, as we would be towards our Contractor.

2. Our Contractor indemnifies us against any further liability and will, where possible in his contracts with third parties take up corresponding exoneration in favour of our stipulations.

3. Our Contractor indemnifies us fully where claims for compensations from third parties based on violation of intellectual rights of ownership through the use of

drawings, information, materials or parts, or violations caused by the use of methods which have been given or assigned to us or through our Contractor for the execution of the contract, are concerned. If we are addressed about this by a third party, we reserve the right to terminate the work which has been commenced and demand compensation from our Contractor, without being obliged to compensate our Contractor.

XI. Conditions of property

1. All goods which have been delivered by us shall fully remain our property, up to and until the full payment of all our demands for all contracts with the Contractor, and also for demands which are due to shortcomings by our Contractor when performing any contract, including interest and expenses.

2. Up until the point of complete repayment or settlement our Contractor is not authorised to sell the goods to third parties, transfer their property to someone else, or process them.

3. We have the right to call back, at any time we desire, any of the goods to which our conditions of property are applicable, as long as these have not been paid for in full. In any event, we are allowed to take our goods back if there is a threat of bankruptcy or deferment of payment.

XII. Copyright and intellectual rights

If we hold copyright or any other intellectual rights of property on a product, which has either been designed or accomplished by us, whatever its nature, this copyright or intellectual right of property will stay with us, even when the Contractor has placed an order for delivery of these goods.

XIII. Disputes

Dutch Laws are applicable to all our contracts. Disputes will be submitted, according to our choice, to the District Court of 's-Hertogenbosch or of Breda. In the event of any dispute the Dutch language version of these terms and conditions shall prevail.