

# GENERAL TERMS OF DUPATECH B.V.

## ARTICLE 1: APPLICATION OF THESE TERMS

The following terms are applicable to all - including future - agreements within the framework of which Dupatech B.V. Hereafter to be named Dupatech

delivers goods and/or services as well as to all declarations that are to be made in that framework, under whatever title.

## ARTICLE 2: REALISATION OF AGREEMENTS, SHORTCOMINGS OF THE OTHER PARTY AND (INTELLECTUAL) OWNERSHIP

- The offers of Dupatech are free of obligations, unless stated otherwise. Dupatech has the right to revoke an offer without obligations up to and including four working days after receipt of the acceptance. Agreements, under every name, are only realised after explicit written acceptance by Dupatech, or if Dupatech carries out the agreement. Agreements with subordinate members of staff of Dupatech and/or promises by these persons do not bind Dupatech unless Dupatech has confirmed this. All information and advice that is provided by Dupatech is free of obligations and of a general nature.
- Only the other party is responsible for the functional aptitude of the materials they prescribe; with respect to the processing of these materials, Dupatech does not accept any liability.
- In the agreement that is to be concluded with Dupatech, the competence of Dupatech to charge the other party with the excess work that has been executed by Dupatech – insofar as it is reasonable - without separate agreement, is included. Insofar as is necessary, that which is determined in article 7a: 1646 BW is excluded.
- In case of failure, the other party is immediately put in default, without the need of proof of default. In that case, Dupatech has the right to dissolve or postpone the uncompleted agreements that exist between it and the other party. In that case, Dupatech can also demand everything the other party has to pay, immediately. Dupatech has all the rights that are stated in this paragraph in cases where the other party receives (temporary) delay of payment, is declared bankrupt or if the enterprise of the other party is liquidated or taken over by third parties. All this leaves the right of Dupatech to request compensation intact.
- Dupatech preserves the (intellectual) ownership of all illustrations, drawings, sketches, calculations and documents that it has put at the disposal of the other party, in the framework of an offer or the execution of the agreement. They may in no manner be passed on to third parties. The other party is obliged to return these items to Dupatech after the first request, under penalty of a fine of €1,000 per day.

## ARTICLE 3: MODIFICATIONS OF THE ACCEPTED WORK.

- All modifications in the assignment that Dupatech has accepted, be it either because of a special assignment of the other party as a result of a modification in the design, or caused because the provided data do not correspond to the actual execution of the work, or be it because the estimated amounts are not correct, should be considered as excess work, if extra costs arise from it, and insofar as less costs arise, it should be considered short work. Dupatech will charge excess work based on the price-determining factors of the moment the excess work is performed.

## ARTICLE 4: ASSEMBLY AND SIZE OF THE WORK.

- The size of the work that has to be performed by Dupatech, as the case may be, the quantity and quality of the end-product, is, unless agreed otherwise, determined by what is agreed in the agreement. Particularly, the work does not include - unless agreed otherwise - unloading and the transport to the destination as well as ground work, brickwork or concrete work and placing scaffolding and necessary installation work at the disposal of the other party. The other party needs to put free auxiliary and sample materials at our disposal at our request. Making the construction site for the assembly of the product that is to be delivered is for the account of the other party. Dupatech departs from the assumption that the mounting site is arranged in such a way that its personnel can work without any impediments and that the other party meets all the safety demands and has all necessary permits.
- Dupatech is not responsible for assembly work that falls outside the assignment.
- If the assembly cannot take place or cannot happen without interruption by causes which are not Dupatech' fault, Dupatech has the right to charge all excess costs that come from that against the rates at that moment.
- Dupatech has the right to charge all costs that were not anticipated, including:  
A: costs that arise because the assembly cannot take place during normal working hours.  
B: travel costs and accommodation costs which are not explicitly included in the price.
- Complaints concerning the realisation of the work or the duration of the work that are expressed after the assembly personnel has left will not be taken into account by Dupatech. In that case, the other party has no claim on Dupatech whatsoever. The aforementioned is not exercised if the other party can prove that they have not possibly been able to discover a deficiency at the moment that the works were finished. In that case, the other party must object to Dupatech in writing within eight days after the discovery of the deficiency and must give it enough time to repair a possible deficiency.

## ARTICLE 5: DELIVERY AND RISK.

- Delivery periods only commence after an agreement is reached on the technical details and if Dupatech has received the necessary information from the other party and if Dupatech has received the possibly agreed advance payment. The other party is obliged immediately to take delivery of the purchased goods, as the case may be, offered service, as soon as this is offered or delivered.

2. The agreed terms of delivery are never complete and are approximate, unless the opposite has explicitly been agreed. Unless agreed otherwise, it is also true that the time of delivery is determined in the expectation that Dupatech can continue working as anticipated at the time of the offer, and that the necessary material will be delivered in time. In the case of late delivery, Dupatech will have to be declared in default, during which a term must be determined with Dupatech of at least half the originally arranged time of delivery after the date of proof of default in order to still be able to meet its obligations.

- Unless the other party has already sent a proof of default as referred to in the previous paragraph, the agreed time of delivery by Dupatech can be extended with a maximum of half the agreed time of delivery, without Dupatech becoming liable for damages, once within a delay of 10 working days after the agreed time of delivery, by a written notification. However, the other party does have the right to announce well-founded to Dupatech that if the goods are not delivered within the term stated by Dupatech will be extremely adverse towards him. If Dupatech do not dispute this announcement, or not sufficiently, it is obliged to continue to a delivery within a term that is to be set by the other party, which meets the agreements of paragraph two. Dupatech has the right to deliver the goods that are to be delivered in stages, on the condition that this takes place within the agreement, or as the case may be, within the reasons of the extended term in the last two paragraphs. Excess work or less work of 10% of the sold amount is permitted.

The goods that must be delivered are at the risk of the other party as soon as they leave the warehouse of Dupatech in the Netherlands. In cases of importation from outside of the Netherlands, the risk is for the other party as soon as the goods cross the Dutch border. A transport insurance is only concluded at the explicit request of the other party and on his account.

## ARTICLE 6: RESERVATION OF OWNERSHIP.

- Dupatech reserves the ownership of all goods that have to be, or have been delivered, until the price of all those goods has been paid in full. If Dupatech performs work, within the framework of the agreement in question, for the other party which it will have to pay, the reserved ownership remains until the other party has settled the entire claim. The reserved ownership is also true for claims that Dupatech might receive against the other party because of any failure of the other party to observe the aforementioned obligations. From the moment of supply of the materials to the work site, or as the case may be the delivery of the sold goods, they are for the account and risk of the other party. So, as long as the goods are still property of Dupatech, the other party may not alienate, pawn, burden in any other way for any other claims than those of Dupatech.

2. In case the other party fails to meet a single obligation of the agreement that has been concluded with him, Dupatech has the right to return any goods that are covered by the reservation of ownership after proof of default. This right also concerns newly formed goods. The other party authorises Dupatech irrevocably to enter the area where the goods in question are located.

## ARTICLE 7: PRICES, PAYMENT AND SECURITY.

- Unless indicated otherwise, the prices of Dupatech do not include turnover tax and other public levies such as freight, storage and surveillance charges. The prices that are agreed with Dupatech are based on the costs of material and wages on the day of the offer. Dupatech has the right to charge an increase of the cost price to the other party. Apart from this, Dupatech has the right to demand security for the observance of its claim at any time.

2. The terms of payment are determined by Dupatech. Unless agreed upon otherwise, the terms of payment are:

- For business affairs: cash; Dupatech invoices monthly for work that is assigned to Dutch Printing & Packaging Technology. Payment needs to take place within 30 days after invoice date.
- Unless agreed otherwise and insofar as nothing else is stated for this, payment needs to take place within the stated terms of payment and not later than the thirtieth day after invoice date. The other party can never claim any right of settlement or postponement. If Dupatech sends a specification to the other party, containing what the other party has to pay to Dupatech and what Dupatech needs to pay him, that specification is also a statement of settlement. As soon as the term of payment has elapsed, the other party will be in default, without the need of proof of default, and he will have to pay interest pro rata of the legal interest, increased by 2 per cent per year until the settlement, starting from the day of maturity. Every time after one year, the amount, on which the legal interest is calculated, is increased with the interest of that year. The office of Dupatech is always the place of payment. Disputes concerning the delivery always leave the obligation to pay of the other party unhindered.

- The other party has to pay all extrajudicial and judicial costs to Dupatech if he does not settle a sum that he must pay, in spite of summons, and Dupatech gives the claim to a third party. If Dupatech takes conservatory measures, a summons or claim of the demand is not necessary. The extrajudicial costs are calculated by means of the collecting rates that are published by the

'Nederlandse Orde van Advocaten' (Dutch Bar), while the legal costs are calculated by means of a rate per time unit, which is also advised by the named order, increased with the costs that the counsellor of Dupatech has to pay to third parties. Apart from that, the other party also has to pay the costs concerning a possible bankruptcy petition.

- Payments are always initially calculated on the debts, for which security Dupatech can not make the reservation of ownership, as described in article 5, valid. Considering this, the payments are first calculated on due costs, then on due interest and finally each oldest claim. If Dupatech has lent money to the other party, the payments that the other party has to settle are calculated to these amounts and are, in cases where Dupatech invoices periodically, invoices at the last term.

## ARTICLE 8: ACT OF GOD.

Without prejudice to what is considered an act of god by law, for Dupatech the following are also considered acts of god: strike and/or illness of employees, failure and/or circumstances beyond the control of suppliers, transporters or other third parties that are involved in the agreement, traffic congestion, natural violence, war and/or mobilisation, hindering measures of any authority or fire and other accidents in the company of Dupatech, anything as long as the result of these circumstances hinders the further execution of the agreement by Dupatech.

## ARTICLE 9: GUARANTEE AND LIABILITY.

- Without prejudice to the right of Dupatech to appeal to an act of god, it is responsible for the correct execution of the agreement. This is only true insofar that Dupatech was free to execute that agreement at their own discretion. Lacking that arises from normal wear and tear, improper treatment or improper or incorrect maintenance or lacking that arises after modification or repair by or in the name of the other party, remain outside of the guarantee and can not lead to the liability of Dupatech. Dupatech does not give any guarantee and does not accept any liability for machines, matrices, tools, installations, instruments or any other type of supplied articles that were (mainly) not new at the moment of delivery. Dupatech does not guarantee goods - and does not accept liability for such - that have been assembled by them, yet have not been delivered by them as well. Each right of claim on Dupatech is annulled as soon as the goods that have been delivered by her are not used with consideration to the valid standards by the government and/or according to traffic interpretations and/or possible instructions of use, provided by Dupatech, and if it is certain that this negligence has influenced the origin of the damage. This means in particular excessive loading or incorrect storage. Apart from this, all liability of Dupatech is also annulled if the other party assembles or removes the goods incorrectly or performs repairs or modifications himself. External influences such as magnetic fields and distorting frequencies as well as natural wear and tear are also not for Dupatech' account. Slight deviations of models, colours, sizes as well as modification of the product, as a result of an adjustment to the latest position of the technology do not result in a default of Dupatech.

- If Dupatech recognises a default in writing or if this default is certain, considering what is stated in these terms, Dupatech has the right to communicate to the other party that it will proceed to a revival of the deviant case, or as the case may be, delivery of the missing goods. In case Dupatech proceeds to deliver at short term after this notification, this means that the agreement has been observed correctly and the other party does not have any right for compensation. Assembly or disassembly of parts is however always on the account of the other party. The other party must at all time offer Dupatech the chance to repair a possible default.

- If it appears that Dupatech has not come up to the marks in relation to the execution of the agreement and it is liable for damages considering what is stated in these terms, it is its obligation to pay the compensation in case the asset damage is limited to 20% of the amount of the price agreed with the other party if that price is € 25,000.00 or higher. If a lower price has been agreed upon, the obligation of Dupatech to pay compensation because of the damage understood in the previous sentence limited to a maximum of the amount of the price agreed upon with the other party. In case any other disadvantage is endured, the liability of Dupatech is limited to that amount that is paid by its liability insurance. If desired, Dupatech will send a free excerpt of the relevant statements in the policy by return to the other party. Nevertheless, without prejudice to what is stated in these terms, the following never qualifies for compensation:

- loss of profits (operational failure and other expenses, loss of income etc.) by whatever cause.
- damage that is inflicted in cases which are being worked on or in cases that are in the neighbourhood of the place being worked, because of the execution of the work or during the execution or the assembly of the supplied goods and installations.
- damage, caused on purpose or by a gross mistake of assisting persons.

## ARTICLE 10: INSPECTION AND COMPLAINTS.

- The delivered goods must be inspected for quantity and state of packing, by the other party, immediately after the receipt/delivery. In case the other party wishes to complain, he needs to notify Dupatech within 2 working days after the receipt.
- Apart from that, the other party must inspect the goods within 10 working days after the delivery for other deviations from the agreed terms. If necessary the other party needs to complain to Dupatech within this term, or at least before the processing of this case.
- Complaints that are submitted after the previously described or agreed terms should not be dealt with by Dupatech. In that case, the other party has no claim on Dupatech whatsoever. If Dupatech does however treat such a complaint, its efforts must be regarded as considerate, without acceptance of any liability, unless explicitly agreed otherwise. If it appears that any complaint has been submitted improperly, and Dupatech has performed work or has delivered goods in that framework, it has the right to charge this to the other party together with the normal prices.
- If Dupatech and the other party agree that the other party will test the goods to be delivered during a certain period, Dupatech departs from the idea that the goods have been accepted if the other party does not submit a complaint within that period. Any complaints after that period are out of the question. All direct and indirect costs and expenses, energy, materials and so on that are necessary to test the goods are for the account of the other party.
- In case of a complaint, Dupatech must get the opportunity to check the complaint on the spot. Checking also means testing a machine. The other party may not disassemble the goods nor return them to Dupatech, for as long as it is not certain that Dupatech will not make use of this competence. Acceptance of the goods does not mean that Dupatech accepts the complaint.

## ARTICLE 11: APPLICABLE JUSTICE AND COMPETENT JUDGE.

- For all agreements the Dutch law is applicable, with the exception of, if necessary, the treaty of the United Nations concerning international purchase agreements.
- All disputes that arise between Dupatech and the other party are submitted to the judgement of the Civil Judge who is competent in the district of Arnhem, unless legal provisions or provisions of a treaty oppose that.