

GENERAL TERMS OF DUTCH PRINTING & PACKAGING TECHNOLOGY B.V.,

ARTICLE 1: DEFINITIONS

1. Dutch Printing & Packaging Technology, Dupatech, Dupatech Printing, Dupatech Thermoforming, Dupatech Extrusion and Dupatech Injection Moulding, hereafter to be named Dutch Printing & Packaging Technology, is contracted by the Client to provide services or goods.
2. Client: The party who requests and instructs Dutch Printing & Packaging Technology to carry out the services.

ARTICLE 2: APPLICATION OF THESE TERMS

1. These terms and conditions set out herein shall apply to all proposals, offers and contract entered into by Dutch Printing & Packaging Technology. Unless a signed agreement is in place between the parties, these terms and conditions shall apply when Client agrees with the proposal provided by Dutch Printing & Packaging Technology to the Client. No work shall commence on the part of Dutch Printing & Packaging Technology if a signed agreement for proposal acceptance is not in place.
2. No modification or variation thereof shall permitted or accepted or deemed to be permitted by Dutch Printing & Packaging Technology unless expressly agreed in writing by both parties.
3. These terms and conditions are also applicable to any agreements with Dutch Printing & Packaging Technology in which third parties are subcontracted for the duration of the project as noted in the scope of work

ARTICLE 3: REALISATION OF AGREEMENTS, SHORTCOMINGS OF THE OTHER PARTY AND (INTELLECTUAL) OWNERSHIP

1. The offers of Dutch Printing & Packaging Technology are free of obligations, unless stated otherwise. Dutch Printing & Packaging Technology 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 Dutch Printing & Packaging Technology, or if Dutch Printing & Packaging Technology carries out the agreement. Agreements with subordinate members of staff of Dutch Printing & Packaging Technology and/or promises by these persons do not bind Dutch Printing & Packaging Technology unless Dutch Printing & Packaging Technology has confirmed this. All information and advice that is provided by Dutch Printing & Packaging Technology is free of obligations and of a general nature.
2. Only the Client is responsible for the functional aptitude of the materials they prescribe; with respect to the processing of these materials, Dutch Printing & Packaging Technology does not accept any liability.
3. In the agreement that is to be concluded with Dutch Printing & Packaging Technology, the competence of Dutch Printing & Packaging Technology to charge the Client with the excess work that has been executed by Dutch Printing & Packaging Technology – 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.
4. In case of failure, the Client is immediately put in default, without the need of proof of default. In that case, Dutch Printing & Packaging Technology has the right to dissolve or postpone the uncompleted agreements that exist between Dutch Printing & Packaging Technology and the Client. In that case, Dutch Printing & Packaging Technology can also demand everything the Client has to pay, immediately. Dutch Printing & Packaging Technology has all the rights that are stated in this paragraph in cases where the Client receives (temporary) delay of payment, is declared bankrupt or if the enterprise of the Client is liquidated or taken over by third parties. All this leaves the right of Dutch Printing & Packaging Technology to request compensation intact.
5. Dutch Printing & Packaging Technology preserves the (intellectual) ownership of all illustrations, drawings, sketches, calculations and documents that it has put at the disposal of the Client, in the framework of an offer or the execution of the agreement. They may in no manner be passed on to third parties. The Client is obliged to return these items to Dutch Printing & Packaging Technology after the first request, under penalty of a fine of € 1000 (one thousand euros) per day.

ARTICLE 4: MODIFICATIONS OF THE ACCEPTED WORK.

1. All modifications in the assignment that Dutch Printing & Packaging Technology has accepted, be it either because of a special assignment of the Client as a result of a modification in the design, or 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. Dutch Printing & Packaging Technology will charge excess work based on the price-determining factors of the moment the excess work is performed.

ARTICLE 5: ASSEMBLY AND SIZE OF THE WORK.

1. The size of the work that has to be performed by Dutch Printing & Packaging Technology, 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 Client. The Client 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 Client. Dutch Printing & Packaging Technology 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 Client meets all the safety demands and has all necessary permits.
2. Dutch Printing & Packaging Technology is not responsible for assembly work that falls outside the assignment.
3. If the assembly cannot take place or cannot happen without interruption by causes which are not Dutch Printing & Packaging Technology's fault, Dutch Printing & Packaging Technology has the right to charge all excess costs that come from that against the rates at that moment.
4. Dutch Printing & Packaging Technology 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.
5. 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 Dutch Printing & Packaging Technology. In that case, the Client has no claim on Dutch Printing & Packaging Technology whatsoever. The aforementioned is not exercised if the Client 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 Client must object to Dutch Printing & Packaging Technology in writing within eight days after the discovery of the deficiency and must give it enough time to repair a possible deficiency.

ARTICLE 6: DELIVERY AND RISK.

1. Delivery periods only commence after an agreement is reached on the technical details and if Dutch Printing & Packaging Technology has received the necessary information from the Client and if Dutch Printing & Packaging Technology has received the possibly agreed advance payment. The Client 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 Dutch Printing & Packaging Technology 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, Dutch Printing & Packaging Technology will have to be declared in default, during which a term must be determined with Dutch Printing & Packaging Technology 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.
3. Unless the Client has already sent a proof of default as referred to in the previous paragraph, the agreed time of delivery by Dutch Printing & Packaging Technology can be extended with a maximum of half the agreed time of delivery, without Dutch Printing & Packaging Technology becoming liable for damages, once within a delay of 10 working days after the agreed time of delivery, by a written notification. However, the customer has the right to write a well-founded registered response to Dutch Printing & Packaging Technology and to announce that, if the goods are not delivered within the term set by Dutch Printing & Packaging Technology, if Dutch Printing & Packaging Technology does not or insufficiently contest this communication, it is obliged to continue the delivery within a period to be set by the client, to comply with the agreements from the second paragraph. Dutch Printing & Packaging Technology 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 Client as soon as they leave the warehouse of Dutch Printing & Packaging Technology in the Netherlands. In cases of importation from outside of the Netherlands, the risk is for the Client as soon as the goods cross the Dutch border. A transport insurance is only concluded at the explicit request of the Client and on his account.

ARTICLE 7: RESERVATION OF OWNERSHIP.

1. Dutch Printing & Packaging Technology 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 Dutch Printing & Packaging Technology performs work, within the framework of the agreement in question, for the Client which it will have to pay, the reserved ownership remains until the Client has settled the entire claim. The reserved ownership is also true for claims that Dutch Printing & Packaging Technology might receive against the Client because of any failure of the Client 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 Client. So, as long as the goods are still property of Dutch Printing & Packaging Technology, the Client may not alienate, pawn, burden in any other way for any other claims than those of Dutch Printing & Packaging Technology.
2. In case the Client fails to meet a single obligation of the agreement that has been concluded with him, Dutch Printing & Packaging Technology 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 Client authorises Dutch Printing & Packaging Technology irrevocably to enter the area where the goods in question are located.

ARTICLE 8: PRICES, PAYMENT AND SECURITY.

1. Unless indicated otherwise, the prices of Dutch Printing & Packaging Technology do not include turnover tax and other public levies such as freight, storage and surveillance charges. The prices that are agreed with Dutch Printing & Packaging Technology are based on the costs of material and wages on the day of the offer. Dutch Printing & Packaging Technology has the right to charge an increase of the cost price to the Client. Apart from this, Dutch Printing & Packaging Technology has the right to demand security for the observance of its claim at any time.
2. The terms of payment are determined by Dutch Printing & Packaging Technology. Unless agreed upon otherwise, the terms of payment are: For business affairs: cash; Dutch Printing & Packaging Technology invoices monthly for work that is assigned to Dutch Printing & Packaging Technology. Payment needs to take place within 30 days of the date of the invoice.
3. 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 Client can never claim any right of settlement or postponement. If Dutch Printing & Packaging Technology sends a specification to the Client, containing what the Client has to pay to Dutch Printing & Packaging Technology and what Dutch Printing & Packaging Technology needs to pay him, that specification is also a statement of settlement. As soon as the term of payment has elapsed, the Client 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 Dutch Printing & Packaging Technology is always the place of payment. Disputes concerning the delivery always leave the obligation to pay of the Client unhindered.
4. If the customer, after notification, continues to be negligent for the payment due, the claim shall be transferred for collection. All costs incurred in the collection of invoiced amounts (including extrajudicial collection costs) shall be borne by the customer in accordance with the Collection Costs Act, unless there is a trade agreement referred to in Article 6: 119a paragraph 1 of the Civil Code. In the latter case, the customer is entitled to a reimbursement of costs for the payment of compensation out of court immediately after the expiration date of the invoice of 15% of the due, and at least € 75.00, before a notice has been sent.
5. The Client has to pay all extrajudicial and judicial costs to Dutch Printing & Packaging Technology if he does not settle a sum that he must pay, in spite of summons, and Dutch Printing & Packaging Technology gives the claim to a third party. If Dutch Printing & Packaging Technology 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 'Nederlandsche 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 Dutch Printing & Packaging Technology has to pay to third parties. Apart from that, the Client also has to pay the costs concerning a possible bankruptcy petition.
6. Payments are always initially calculated on the debts, for which security Dutch Printing & Packaging Technology 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 Dutch Printing & Packaging Technology has lent money to the Client, the payments that the Client has to settle are calculated to these amounts and are, in cases where Dutch Printing & Packaging Technology invoices periodically, invoices at the last term.

ARTICLE 9: ACT OF GOD.

Without prejudice to what is considered an act of god by law, for Dutch Printing & Packaging Technology 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 Dutch Printing & Packaging Technology, anything as long as the result of these circumstances hinders the further execution of the agreement by Dutch Printing & Packaging Technology.

ARTICLE 10: GUARANTEE AND LIABILITY.

1. Without prejudice to the right of Dutch Printing & Packaging Technology to appeal to an act of god, it is responsible for the correct execution of the agreement. This is only true insofar that Dutch Printing & Packaging Technology 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 Client, remain outside of the guarantee and can not lead to the liability of Dutch Printing & Packaging Technology. Dutch Printing & Packaging Technology 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. Dutch Printing & Packaging Technology 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 Dutch Printing & Packaging Technology 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 Dutch Printing & Packaging Technology, 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 Dutch Printing & Packaging Technology is also annulled if the Client 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 Dutch Printing & Packaging Technology 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 Dutch Printing & Packaging Technology.
2. If Dutch Printing & Packaging Technology recognises a default in writing or if this default is certain, considering what is stated in these terms, Dutch Printing & Packaging Technology has the right to communicate to the Client that it will proceed to a revival of the deviant case, or as the case may be, delivery of the missing goods. In case Dutch Printing & Packaging Technology proceeds to deliver at short term after this notification, this means that the agreement has been observed correctly and the Client does not have any right for compensation. Assembly or disassembly of parts is however always on the account of the Client. The Client must at all time offer Dutch Printing & Packaging Technology the chance to repair a possible default.
3. If it appears that Dutch Printing & Packaging Technology 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 Client if that price is € 25,000.00 or higher. If a lower price has been agreed upon, the obligation of Dutch Printing & Packaging Technology 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 Client. In case any other disadvantage is endured, the liability of Dutch Printing & Packaging Technology is limited to that amount that is paid by its liability insurance. If desired, Dutch Printing & Packaging Technology will send a free excerpt of the relevant statements in the policy by return to the Client. Nevertheless, without prejudice to what is stated in these terms, the following never qualifies for compensation:
 - a: loss of profits (operational failure and other expenses, loss of income etc.) by whatever cause.
 - b: 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 installators.
 - c: damage, caused on purpose or by a gross mistake of assisting persons.

ARTICLE 11: INSPECTION AND COMPLAINTS.

1. The delivered goods must be inspected for quantity and state of packing, by the Client, immediately after the receipt/delivery. In case the Client wishes to complain, he needs to notify Dutch Printing & Packaging Technology within 2 working days after the receipt.
2. Apart from that, the Client must inspect the goods within 10 working days after the delivery for other deviations from the agreed terms. If necessary the Client needs to complain to Dutch Printing & Packaging Technology within this term, or at least before the processing of this case.
3. Complaints that are submitted after the previously described or agreed terms should not be dealt with by Dutch Printing & Packaging Technology. In that case, the Client has no claim on Dutch Printing & Packaging Technology whatsoever. If Dutch Printing & Packaging Technology 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 Dutch Printing & Packaging Technology has performed work or has delivered goods in that framework, it has the right to charge this to the Client together with the normal prices.
4. If Dutch Printing & Packaging Technology and the Client agree that the Client will test the goods to be delivered during a certain period, Dutch Printing & Packaging Technology departs from the idea that the goods have been accepted if the Client 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 Client.
5. In case of a complaint, Dutch Printing & Packaging Technology must get the opportunity to check the complaint on the spot. Checking also means testing a machine. The Client may not disassemble the goods nor return them to Dutch Printing & Packaging Technology, for as long as it is not certain that Dutch Printing & Packaging Technology will not make use of this competence. Acceptance of the goods does not mean that Dutch Printing & Packaging Technology accepts the complaint.

ARTICLE 12: APPLICABLE JUSTICE AND COMPETENT JUDGE.

1. If not mutually decided otherwise, any contract between Dutch Printing & Packaging Technology and the Client relating to the provision of services and/or goods shall be governed by and constructed according to Dutch law. All disputes that arise between Dutch Printing & Packaging Technology and the Client are submitted to the judgement of the Civil Judge who is competent in the district of Rotterdam, unless legal provisions or provisions of a treaty oppose that.
2. These terms and conditions are drawn up in the English language, should they be translated to another language, the original English version shall prevail in case of disputes or differences.