



GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

For the purpose of these general terms and conditions, the capitalized terms below have the following meaning:

- **HALOPACK:** the limited liability company Halopack N.V., with its registered office in Almelo (the Netherlands), registered at the chamber of commerce under number 56544332.
- **OTHER PARTY:** the legal or natural person who concluded an agreement with Halopack or who received a quotation from Halopack in which these Terms and Conditions are referenced.
- **PRODUCT:** all products marketed by Halopack, including but not limited to packaging, packaging concepts, technical drawings, design concepts and consultancy services.
- **TERMS AND CONDITIONS:** these general terms and conditions.
- **WRITTEN:** for the purpose of these Terms and Conditions the term "written" or "in writing" also includes all communication between the parties by means of email.

2 APPLICABILITY

- 2.1 The Terms and Conditions apply to every legal relationship between Halopack and the Other Party to which Halopack has declared them applicable including (i) every quotation made by Halopack for the supply of goods and/or services, (ii) all agreements between Halopack and the Other Party for the supply of goods and/or services and (iii) all work (including services) carried out by Halopack for the Other Party.
- 2.2 The applicability of any general terms and conditions of the Other Party is expressly rejected.
- 2.3 Deviations to these Terms and Conditions are only valid if they have been expressly agreed between Halopack and the Other Party in writing.
- 2.4 Any deviations agreed between Halopack and the Other Party – or the lack thereof – will be applicable to any subsequent dealings between them.
- 2.5 If a court judges that one or more of the provisions of these Terms and Conditions conflict with a mandatory rule of law, the remaining provisions remain fully in force. In that case the nonbinding provision will be replaced by a similar, legally enforceable provision which approaches the purpose of the nonbinding provision as closely as possible.

3 QUOTATIONS

- 3.1 Quotations issued by Halopack are subject to final agreement between Halopack and the Other Party and are valid for a period of 14 days from the date of the quotation, unless otherwise agreed between Halopack and the Other Party.
- 3.2 Prices listed in a quotation are not binding on Halopack and may be amended effective immediately without notice.
- 3.3 Quotations can be revoked by Halopack within five (5) working days after acceptance of that quotation by the Other Party.
- 3.4 A quotation is to be read in its entirety. If the quotation consists of several line items Halopack shall not be obliged to deliver part of the quotation at the price corresponding to the relevant line item.
- 3.5 Illustrations, drawings, specifications of dimensions and weight, which form part of the quotation are to be considered as approximate values.
- 3.6 If Halopack had to incur costs for the submission of the quotation, then Halopack shall be authorised to charge such costs to the Other Party.

4 AGREEMENTS

- 4.1 An agreement is concluded upon written confirmation of an order by Halopack or when otherwise expressly confirmed in writing.
- 4.2 Agreements with members of staff of Halopack who are not authorized to represent Halopack shall only bind Halopack if written confirmation by an authorized representative took place.
- 4.3 A change of and/or an addition to an order or agreement only takes effect after express acceptance by Halopack in writing. Changes must be communicated to Halopack timely and in writing.
- 4.4 If (i) the Other Party does not comply with its obligations under the agreement, (ii) Halopack has good reason to fear that the Other Party will not comply with its obligations under the agreement, or (iii) the credit insurer of Halopack revokes or limits the credit limit issued for the benefit of the Other Party, then Halopack shall be authorised to suspend the execution of its own obligations under the agreement or any related agreement or dealing with the Other Party, without prejudice to any other rights vested in Halopack by law or these Terms and Conditions.
- 4.5 Without prejudice to the other rights vested in Halopack and the provisions set forth elsewhere in these Terms and Conditions and without prejudice to the right to compensation Halopack can, without judicial intervention by means of a written extrajudicial notice, rescind the agreement if:
 - 4.5.1 the Other Party fails to comply with its payment obligations and does not remedy this failure within two weeks after Halopack has given notice in writing;
 - 4.5.2 the Other Party applies for suspension of payment;
 - 4.5.3 the Other Party is declared bankrupt;
 - 4.5.4 the Dutch Debt Management (Natural Persons) Acts is declared applicable to the Other Party;
 - 4.5.5 the Other Party loses the right, either fully or partly, to freely dispose of its assets or income;
 - 4.5.6 an attachment is imposed on a considerable part of the assets or capital of the Other Party and the said attachment is not lifted within two weeks after it was initially imposed;
 - 4.5.7 the Other Party sells or liquidates its business;
 - 4.5.8 the credit insurer of Halopack revokes or materially limits the credit limit issued for the benefit of the Other Party.
- 4.6 The Other Party shall immediately comply with a request of Halopack to provide security for the execution of its obligations under an agreement for the benefit of Halopack, in the form of a bank guarantee acceptable to Halopack or as otherwise agreed between Halopack and the Other Party.

5 PERFORMANCE OF THE AGREEMENT

- 5.1 Halopack will determine the way the agreement is performed in consultation with the Other Party.
- 5.2 Halopack reserves the right to execute the agreement in instalments and to invoice the agreement in instalments.
- 5.3 Halopack reserves the right to subcontract (parts of) its obligations to third parties.
- 5.4 Halopack accepts any of its obligations under the agreement on a best-efforts basis and an agreement shall therefore never entail an obligation to reach a certain result.
- 5.5 Halopack reserves the right to make minor changes in the agreement without price reductions and/or without the Other Party being entitled to cancel the agreement.
- 5.6 The Other Party will make available to Halopack all documents and information that Halopack requires to properly perform its obligations under the agreement.
- 5.7 The Other Party guarantees the correctness, completeness and reliability of the data and information made available to Halopack for the performance of the agreement.

6 PRICES AND PRICE CHANGES

- 6.1 The prices stipulated in quotations are in Euros on an FCA Halopack (Incoterms 2020) basis, not binding and exclusive of VAT and any other costs.
- 6.2 Halopack may amend its prices when the cost price of its production increases due to official measures, salary increases, increase of import duties, or for any other reason.
- 6.3 If Halopack incurs additional costs due to unclear or faulty information provided by the Other Party in whichever form, then the Other Party will compensate those costs to Halopack.
- 6.4 Any and all costs that are the result of measures implemented by competent authorities, including but not limited to safety regulations, are at the expense of the Other Party.

7 PAYMENT

- 7.1 Payments must be made within thirty (30) days after the date of the invoice without any discount, suspension, or setoff, unless otherwise agreed between Halopack and the Other Party. Halopack may require an advance payment before executing the agreement.
- 7.2 Complaints regarding invoices must be submitted to Halopack by registered post with confirmation of receipt within ten days after the date of the invoice.
- 7.3 The payment must be made directly to Halopack through remittance to the bank account number indicated by Halopack. The date of the credit entry on the bank account of Halopack qualifies as the date of payment.
- 7.4 If the Other Party does not comply with its payment obligations, then the Other Party shall be in default without any further demand or notice of default being required. Halopack then may charge the statutory commercial interest plus 4 per cent points to the Other Party on the outstanding amount per month, calculated from the due date up to the date of satisfaction in full. In this respect a part of a calendar month qualifies as a full calendar month.
- 7.5 Any and all costs of judicial and extrajudicial collection of the claim(s) are at the expense of the Other Party. They are set at a minimum of 15% of the invoice amount, without prejudice to the right of Halopack to claim additional damages from the Other Party. The said extrajudicial costs and interest are first paid from the incoming payments of the defaulting Other Party after which the oldest outstanding invoices are paid from the remaining amount.
- 7.6 If the Other Party tries to agree on a composition with its creditors, applies for suspension of payment or applicability of the Dutch Debt Management (Natural Persons) Act, in case of an attachment and/or liquidation of the business as also in case of death and/or a guardianship order and/or revocation of a credit limit issued for the benefit of the Other Party by the credit insurer of Halopack everything that Halopack can claim from the Other Party immediately falls due, without prejudice to the right to claim the additional damages.

8 RETENTION OF TITLE

- 8.1 Halopack shall be and remains the owner of all documents, supplied models, samples or examples relating to quotations or an agreement and these cannot be supplied to or be made available to third parties for inspection, multiplied or imitated in any way without the written approval of Halopack. Upon request of Halopack such documents, supplied models, samples or examples shall be returned to Halopack, carriage paid, in sound condition within fourteen days.
- 8.2 Title to products supplied by Halopack transfers upon receipt of the full and irrevocable purchase price.
- 8.3 The Other Party shall store the product(s) supplied by Halopack separately from its other products, with due care and as recognisable property of Halopack until the title has transferred. The Other Party hereby authorises Halopack to take possession of the relevant product(s) and to enter its premises where the relevant product(s) is (are) located until title has transferred.
- 8.4 The Other Party shall inform Halopack in writing if a third party enforces rights in respect of products of which title has not yet transferred.
- 8.5 Halopack shall be and remain the owner of the metal cages in which the products are delivered to the Other Party. Without Halopack's written permission, the Other Party is not entitled to make the cages available to third parties or to seize, pledge or to encumber them in any other way. The cages must be returned to Halopack, carriage paid, within three weeks after the cages have been used and emptied in the condition as described in clause **Error! Reference source not found.**

9 DELIVERY AND TRANSFER OF RISK

- 9.1 Deliveries of Halopack take place at the time stated in the quotation based on Free Carrier (FCA) at Halopack premises (Incoterms 2020), unless the parties agreed otherwise in writing.
- 9.2 The risk of loss and damage of the products transfers to the Other Party in accordance with the applicable Incoterm.
- 9.3 If the Other Party does not accept the delivery of product(s) at the agreed delivery time and place or if the Other Party rejects the product(s), then Halopack will store the product(s) at the risk and expense of the Other Party, such as the risk of deviations in the colour of the product(s) and the quality of the product(s).

10 INSPECTION AND COMPLAINTS

- 10.1 The Other Party is held to inspect the delivered product(s) at the moment of delivery.
- 10.2 Complaints must be reported by the Other Party on the consignment notes signed by the Other Party on delivery providing sufficient detail.
- 10.3 Complaints must be submitted to Halopack by registered post with confirmation of receipt within eight (8) days after delivery of the product(s).



- 10.4 Invisible defects or deficits must be submitted to Halopack by registered post with confirmation of receipt within eight (8) days after the discovery, however within three months after the date of delivery, providing sufficient detail.
- 10.5 Complaints do not entitle the Other Party to suspend payment.
- 10.6 The Other Party shall give Halopack the opportunity to inspect the delivered product(s).
- 10.7 If the complaint is, in the opinion of Halopack, justified then Halopack shall, at its sole discretion, repair the delivered product(s), make a subsequent delivery, replace the delivered product(s) free of charge upon return of the originally delivered product(s) or pay equitable compensation up to maximum the invoice value of the relevant product(s).
- 10.8 Halopack shall not be held to pay any additional compensation or compensation for loss or damage of profit, revenues, use, production and contracts, or for any indirect, special or consequential loss or damage.
- 10.9 The Other Party is not entitled to return product(s) to Halopack without Halopack's permission.

11 USE OF CAGES

- 11.1 Halopack products are delivered in metal cages for which a deposit is charged of €100 euro. The deposit shall only be refunded if the cages have been returned to Halopack in accordance with the provisions of clause 11.2.
- 11.2 The Other Party is obliged to return the cages no later than three weeks after the cages have been used and emptied in the same condition as how the Other Party received them. This entails that the cages must be:
- cleaned (e.g. free of food residue, pests, faeces, leaves and without stickers or other designations applied by the Other Party);
 - undamaged (e.g. free of oxidation, corrosion or damage due to incorrect folding of the cages).
- 11.3 If the cages have not been returned to Halopack, or, in the opinion of Halopack, have not been returned as described in the preceding paragraph, Halopack will charge and set off the following amounts from the amount that is held on deposit:
- one hundred euro (€100) for a lost cage;
 - one hundred euro (€100) for a damaged cage;
 - fifty euro (€50) for an uncleaned cage;
- 11.4 To recover the full amount of the deposit, Halopack advises the Other Party to observe the following guidelines:
- do not stack more than three (3) cages when these cages are full;
 - do not stack more than two (2) cages when these cages are full and move in a dynamic manner;
 - do not store the cages outside;
 - do not use any acid or alkaline liquids for the cleaning of the cages;
 - fold the cages correctly;
 - do not store more than ten (10) empty folded cages on top of each other.
- 11.5 The costs and risk of the transport of the cages to Halopack's premises shall be borne by the Other Party.

12 LIABILITY

- 12.1 The liability of Halopack for damages and costs that are caused directly by or are the direct result of a shortcoming in the execution of the agreement whether such liability arises in contract (including under any indemnity), tort (including negligence), equity, under statute or otherwise is limited to the net invoice amount.
- 12.2 Halopack shall never be liable for (any and all) losses or damage of profits, revenues, use, production or contracts, or for any indirect, special or consequential loss or damage whatsoever.
- 12.3 Halopack shall never be liable for damages or cost related to problems with the finishing of a product such as provided artwork, logos, prints, etc.
- 12.4 Halopack shall not be liable if the products have not been used or stored in accordance with the directions of use or the safety regulations and storage recommendations.
- 12.5 Halopack does not provide a warranty of fitness for a particular purpose any therefore cannot be held liable for extraordinary processing problems or processing problems that are the result of the specific use of the products by the Other Party and the nature of the materials or products supplied by the Other Party.
- 12.6 Halopack cannot be held liable for any damage to materials and products delivered by the Other Party to Halopack for its further processing within the products, such as material that have become unstuck, are sticking together, have become soiled, have changed in gloss or colour or for any damage caused to such materials and products if these materials and products have been pre-treated, inter alia, by the application of varnish, lacquer or anti-stain powder.
- 12.7 Nothing in these Terms and Conditions is intended to exclude or limit liability for loss caused by the intent or deliberate recklessness of Halopack.

13 INDEMNIFICATION

- 13.1 The Other Party indemnifies and holds Halopack harmless against claims from third parties for (alleged) breach of third-party intellectual property rights relating to data, materials, models, samples, software, logos, images and the like provided by the Other Party which are used by Halopack in the performance of the agreement.
- 13.2 The Other Party indemnifies and holds Halopack harmless against any and all (other) claims from third parties under this agreement.

14 FORCE MAJEURE

- 14.1 For the purpose of these terms and conditions force majeure is understood as each and every circumstance beyond the control of Halopack – even if it could already be foreseen at the time of conclusion of the agreement – that permanently or temporarily hinders compliance with the agreement as well as, to the extent not already included in the same, (civil) war, threat of war, industrial action, lock-out, transport difficulties, fire and other serious disruptions within the company of Halopack or its suppliers.
- 14.2 If Halopack cannot comply fully or properly with its obligations as a result of force majeure, then the said obligations are suspended until Halopack is again able to implement the agreement in full.
- 14.3 If the situation of force majeure continues for a period of three months, then both Halopack and the Other Party shall be entitled to rescind the agreement without Halopack being liable to pay compensation to the Other Party for any damages related to the rescission.

- 14.4 If Halopack has already partly complied with its obligations, then Halopack shall be authorised to invoice that part of the agreement as if it regards a separate agreement.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Other Party acknowledges that all intellectual property rights (such as patent rights, copyrights, trademark rights, drawing and design rights and/or other (intellectual) rights including technical and/or commercial know how, methods or concepts, whether or not patented) that are or may be established on the products, models, samples, logos, brochures, images, work product and the like delivered in connection with the agreement, belong to and shall remain vested with Halopack or relevant third parties. The Other Party shall respect these rights and shall not infringe on them.
- 15.2 The Other Party is expressly not allowed to use documents, materials, products, work or promotional material provided by Halopack for any purpose – or to reproduce, disclose or make available to third parties or to otherwise surrender use of the same in a manner – other than determined in the agreement between Halopack and the Other Party.
- 15.3 In case of a breach of the provisions of clause 15.1 or 15.2 the Other Party forfeits an immediately payable penalty, not subject to discount or setoff, to Halopack of €10,000.00 per infringement plus €1,000.00 for every day the infringement is not remedied, without prejudice to the right of Halopack to claim additional damages.
- 15.4 If the Other Party becomes aware of an infringement of intellectual property rights held or used by Halopack then it will report this immediately to Halopack.

16 PROOFS

- 16.1 The Other Party shall be obliged to carefully examine any typesetting proofs, printing proofs or other proofs received by him from Halopack for errors and mistakes and to return such proofs to Halopack expeditiously after correction or approval.
- 16.2 The Other Party's approval of the proofs shall be considered to constitute recognition of the fact that Halopack has correctly carried out the work preceding the proofs.
- 16.3 Halopack shall not be liable for any deviations, errors and faults that remained unnoticed in the proofs that were approved or corrected by the Other Party.
- 16.4 Each proof produced at the Other Party's request shall be charged in accordance with the agreed prices.

17 MEANS OF PRODUCTION

- 17.1 All items produced by Halopack such as means of production, semi-manufactured products and aids and in particular type, moulding and tooling equipment, design drawings, models, working and detail drawings, data carriers, computer software, data files, photos, lithos, clichés, films, micro and macro mountings, printing plates, screen printing matrices, engraving cylinders, stereotypes, punching knives and moulds, (foil) matrices, embossing plates and peripheral equipment shall remain the property of Halopack, even if they have been stated as separate items on the quotation, in the quotation or on the invoice. The Other Party does not have any rights to these items whatsoever.

18 DEVIATIONS

- 18.1 Deviations between the product supplied and the original design, drawing, copy, manuscript or model and the printing proofs, typesetting proofs or other proofs respectively (such as deviations in colour print, colour, thickness, weight and other dimensions and measurements, quality and finishing of the delivered material), cannot constitute a ground for rejection, discount, the setting aside of the contract or damages, if such deviations are of minor importance.
- 18.2 Deviations that do not reasonably have any influence or only a minor influence on the useful value of the work, taking all circumstances into account, shall always be deemed to be deviations of minor importance.
- 18.3 Deviations in number of products supplied shall be considered minor if the deviation is within the following percentages and shall always be allowed.
- up to 20,000 products supplied: 20%
 - more than 20,000 products supplied: 15%
- 18.4 The purchase price for the number delivered in excess or short of the agreed number shall be charged or deducted.
- 18.5 As regards the quality and gramme weight of paper and cardboard, deviations of minor importance shall be considered to be the deviations allowed under the tolerance standards stated in the General Terms of Delivery of the 'Vereniging van Papiergroothandelaren' (Association of Paper Merchants).

19 CONFIDENTIALITY

- 19.1 Each party guarantees that it shall keep all the information of a confidential nature received before, during and after entering into the agreement from the disclosing party, confidential, unless it is obliged to disclose such information pursuant to law or instruction of a competent authority. Information is deemed to be confidential if this has been notified as such by the disclosing party or if this arises from the nature of the information.

20 GOVERNING LAW, DISPUTES AND CHOICE OF FORUM

- 20.1 These Terms and Conditions, the agreement that they form part of and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Netherlands, excluding its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).
- 20.2 The courts of Almelo, the Netherlands, shall have exclusive jurisdiction to settle any dispute between Halopack and the Other Party.
- 20.3 If any provisions in these Terms and Conditions are unlawful, invalid or unenforceable, the other provisions shall remain in full force. Halopack and the Other Party shall in mutual consultation amend the provisions which are invalid at law in the light of the purport of those provisions to reflect the original intention of the parties.