

Beekenkamp Verpakkingen B.V. General Purchase Conditions

of the private company with limited liability Beekenkamp Verpakkingen B.V. with its registered office and principal place of business in Maasdijk, Westland Municipality, listed in the Commercial Register of the Chamber of Commerce and Industry in The Hague under number 27221212 (further herein: 'Beekenkamp').

The concepts used in these General Purchase Conditions (further herein: 'these Purchase Conditions') have the following meaning:

- *Supplier: the party with whom a provision of movables and/or services will be or has been agreed in writing;*
- *Goods: movables which will be delivered pursuant to an agreement between Beekenkamp and the Supplier;*
- *Provision of services: carrying out activities.*

1. Applicability

- 1.1 These Purchase Conditions are applicable to all offers, orders and agreements with regard to the provision of goods and/or services to Beekenkamp unless in special cases otherwise provided for in writing.
- 1.2 These Purchase Conditions form part of all agreements in which Beekenkamp acts as the purchaser or as the client.
- 1.3 These Purchase Conditions are fully applicable, except insofar as otherwise agreed in writing.
- 1.4 The applicability of general conditions applied by the Supplier is explicitly rejected unless they have been explicitly accepted by Beekenkamp in a written agreement.
- 1.5 If the Supplier uses services of third parties in any form whatsoever, the Supplier shall stipulate that these third parties will also be bound to these Purchase Conditions.
- 1.6 If these Purchase Conditions are amended in the meantime by Beekenkamp, the amended version will form part of any agreement formed between Beekenkamp and the Supplier after the moment the amendment becomes effective.
- 1.7 Any conditions or provisions of the agreement prevail over those of these Purchase Conditions insofar as there is any contradiction.
- 1.8 If any provision of these Purchase Conditions is invalid or is annulled, the other provisions of these Purchase Conditions will remain fully effective and the Supplier and Beekenkamp will consult each other in order to agree new provisions to replace the invalid or annulled provisions, taking into account as much as possible the purpose and purport of the invalid or annulled provision.

2. Formation of the agreement

- 2.1 All offers of a Supplier must be in writing (for instance via e-mail) unless otherwise agreed in writing.
- 2.2 Every offer of a Supplier is irrevocable for a period of thirty (30) days after the offer has been received by Beekenkamp.
- 2.3 An agreement is only formed after Beekenkamp has accepted the offer of the Supplier in writing or confirmed a verbal acceptance in writing.
- 2.4 If in performing the agreement drawings, models, specifications, instructions, inspection rules and the like are used, which have been provided or approved by Beekenkamp, they will form part of the agreement.
- 2.5 Any change or addition to the agreement can only take place in writing.

3. Price

- 3.1 The agreed price is fixed unless the agreement between Beekenkamp and the Supplier specifies the circumstances which might result in a price adjustment and determines the way in which the price adjustment takes place.
- 3.2 Any price adjustment can only be effected after Beekenkamp has agreed to it in writing.
- 3.3 If after the agreement has been entered into, circumstances arise which were not foreseeable when the agreement was formed and which affect price-determining factors such as wage costs or prices of materials, the Supplier will not be entitled to charge Beekenkamp a price increase for this unless Beekenkamp has agreed to it in writing.
- 3.4 The agreed price is *excluding* turnover tax (VAT) with a separate statement on the invoice of: the agreed price and the VAT and a specification of the delivery as well as an indication of the contact person of Beekenkamp.
- 3.5 The agreed price is *including* all costs and duties, transport (insurance), packaging, travel and accommodation costs, inspections, tests, certificates, instructions for use and the like, unless otherwise agreed in writing.
- 3.6 The agreed price is expressed in euros (€) unless otherwise agreed in writing.
- 3.7 The prices are based on the delivery condition 'Delivery Duty Paid' at the agreed place of delivery.

4. Delivery conditions

- 4.1 The delivery takes place 'Delivery Duty Paid' at the agreed place of delivery, at the agreed time and within the agreed period, unless otherwise agreed in writing.
- 4.2 The provisions set out in paragraph 1 of this clause mean that it applies to all forms of transport that the Supplier will organise the transport and that the costs will be at his expense up to the agreed place of delivery, at any rate the place specified in paragraph 3 of this clause, including unloading and any transshipment. The Supplier exports and organises any transit formalities, imports and pays all costs, import levies and VAT. With regard to the insurance there are no other agreements than that the Supplier takes care of this himself.
- 4.3 If, before delivery has taken place, Beekenkamp demands that the delivery shall take place at a place other than the one previously agreed, the Supplier will be obliged to comply with this; with regard to raw materials if this other place of delivery is situated within or close to the territory of Westland Municipality in the Netherlands or Grobbendonk in Belgium and with regard to commodities if this other place of delivery is the registered office of the customer or the buyer of Beekenkamp.
- 4.4 Beekenkamp reserves the right to return non-agreed (part) deliveries at the expense and risk of the Supplier. In the event that the delivery is not of the agreed quantities and/or quality and in the event that this deviation exceeds what is common in the respective sector, Beekenkamp will be entitled to refuse and/or return the excess at the expense of the Supplier and in the event of short delivery the entire delivery.
- 4.5 At the request of Beekenkamp the Supplier will be obliged to provide Beekenkamp with a production/implementation/delivery plan and/or to cooperate with progress monitoring.

5. Delivery time

- 5.1. The Supplier is obliged to perform the agreement within the period(s) specified in the agreement.
- 5.2. The date and possibly the time specified in the agreement are considered to be the moment at which the goods must be delivered or the services must have been provided.
- 5.3. If the Supplier wants to perform early in any way, the written consent of Beekenkamp will be required to this end. In connection with early performance Beekenkamp will also pay according to the agreed payment period from the originally agreed delivery date.
- 5.4. If due to special circumstances Beekenkamp is not able to take receipt of the delivery at the agreed time or the services to be provided cannot be performed, at the request of Beekenkamp the Supplier will postpone the delivery or the services to be provided for a reasonable period to be determined by Beekenkamp.
- 5.5. The delivery time specified in the agreement is binding and is considered to be a deadline. If the Supplier expects that the delivery time will be exceeded, he must notify Beekenkamp of this without delay in writing stating the reasons, notwithstanding the provisions in the next paragraph of this clause.
- 5.6. Should the delivery time be exceeded, Beekenkamp will be entitled, provided it is within reason, to dissolve the agreement extrajudicially by means of a registered letter with acknowledgement of receipt without any notice of default being required. All this is with all consequences as described in these Purchase Conditions ("Dissolution" clause). Beekenkamp will not be entitled to a dissolution if the Supplier can demonstrate that he will be harmed more in his interest by the dissolution of the agreement than the interest of Beekenkamp in the event of a delayed performance of the delivery. In that case the Supplier will be liable for the damage suffered by Beekenkamp.
- 5.7. In the event that the delivery time is exceeded due to force majeure on the part of the Supplier or as a result of not providing the Supplier within due time with goods, services, drawings, calculations and other details considered necessary for the Supplier, there will be no right to cancel the order or dissolution of the agreement, nor to refuse the goods or the performance of works or to claim any compensation, provided Beekenkamp states in writing that it agrees to the delivery time being exceeded.

6. Conformity

- 6.1. The goods delivered must comply with the agreement, they do not comply with the agreement if they do not have the characteristics which Beekenkamp could expect on the basis of the agreement.
- 6.2. Insofar as no further description has been given of the requirements to be imposed on the goods, they should in any event be of good quality and comply at least with the usual requirements of soundness, efficiency and finish.
- 6.3. Beekenkamp cannot invoke that the goods do not comply with the agreement, if it has not informed the Supplier of this within four (4) weeks after it discovered this. However, if the Supplier inspects or checks the goods, the notification of failures it should reasonably have discovered in this connection, must take place within four (4) weeks after the inspection or check has been completed.
- 6.4. Goods to be delivered must comply with the requirements in accordance with Beekenkamp's instructions. Goods to be delivered may consist of moulds, raw materials and/or commodities. Raw materials may consist of original ("virgin") material or of recycled material. With regard to original material the following must be available and should be provided by the Supplier to Beekenkamp: a "technical data sheet" (TDS) and a "safety data sheet" (MSDS) or a "food contact statement" (FCS) or a "Declaration of compliance" (DoC), being a safety information sheet or an analysis certificate which should show that the raw material only contains food-safe materials. With regard to recycled plastics (such as ground material and regenerate) the materials must be heavy-metal-free and should be free from contamination (such as metal, wood, dust, paper) and be dry and dust free.

7. Performance and quality of the services provided and additional services

- 7.1. The result of the services provided must comply with the stipulations in the agreement. The activities must be performed with good workmanship. In order to provide the services the Supplier will only use reliable and skilled persons.
- 7.2. The Supplier must interrupt the provision of services if, in the opinion of Beekenkamp, this is necessary for Beekenkamp's business circumstances. If this interruption results in the Supplier's costs increasing, consultations should take place between the Supplier and Beekenkamp.
- 7.3. If in the opinion of Beekenkamp the services or any additional services have not been performed in accordance with the requirements as described in the agreement and/or the personnel of the Supplier in performing their activities do not comply with all the conditions of the agreement, Beekenkamp shall notify the Supplier of this forthwith. The Supplier will immediately take all necessary measures in order to guarantee that the services and any additional services are provided in accordance with the requirements in the agreement.
- 7.4. If during the provision of the services the Supplier discovers that additional activities are required which could not reasonably have been foreseen at the time the agreement was entered into, the Supplier must notify Beekenkamp of this as soon as possible. The additional activities can only be carried out at Beekenkamp's expense after Beekenkamp has given its explicit, written consent.

8. Quality, warranty and inspection

- 8.1. With regard to the performance of the agreement the Supplier shall fully comply with all relevant legislation and government regulations and shall be in possession of and act according to all licenses required by law.
- 8.2. Depending on the nature of the goods and/or performances provided, after delivery or completion a warranty period of at least twelve (12) months will be agreed between Beekenkamp and the Supplier. However, if the Supplier generally observes a warranty period longer than twelve (12) months, this longer warranty period will apply.
- 8.3. Warranty documentation is to be stated in the Dutch or the English language.
- 8.4. Beekenkamp is at all times entitled to inspect the goods. The inspection can take place prior to, during or after the delivery.
- 8.5. Upon rejection after delivery the risk and ownership remain vested in the Supplier. Any rejection shall be notified in writing by Beekenkamp to the Supplier.
- 8.6. Any payment of the invoice explicitly does not mean that the goods have been approved by Beekenkamp.
- 8.7. Upon rejection all costs arising from this will be at the expense of the Supplier and Beekenkamp will be entitled - notwithstanding all its other rights including suspension of payment - to give the Supplier a further opportunity to take care of proper fulfilment of the agreement.

9. Payment

- 9.1. Invoicing by the Supplier takes place after the goods have been delivered and/or the services have been provided unless otherwise provided for in a written agreement with Beekenkamp.
- 9.2. The amounts payable by Beekenkamp for the goods delivered and/or services provided will be invoiced and sent by the Supplier and the invoices will include at least the following details: order number, invoice date, specification of the goods and/or services provided and quantities, client's name and VAT. Invoices are sent via e-mail (or - if via e-mail is not possible, via mail) to the invoice address as indicated in the agreement. With regard to the invoicing the Supplier will act according to the directions of Beekenkamp.
- 9.3. Beekenkamp shall pay invoices within thirty days after receipt unless a payment discount has been agreed for payment within 8 days, provided these invoices comply with the details as specified in this clause and unless the situation as described in this clause occurs. If the invoice does not comply with the details as mentioned in this clause Beekenkamp shall inform the Supplier of this as soon as possible.
- 9.4. If according to Beekenkamp there are defects in the goods delivered and/or a service has not been provided properly, Beekenkamp will be entitled to refuse payment or to suspend its payment obligation with regard to the goods delivered and/or the services provided regarding which the complaints have been expressed.
- 9.5. If Beekenkamp disputes an invoice in full or in part or if the invoice has been formulated or submitted incorrectly in any way, Beekenkamp will be entitled not to pay the disputed amount. Beekenkamp will inform the Supplier of the reasons and the parties will solve such a dispute as soon as possible.
- 9.6. The documents belonging to the goods such as certificates, packing lists, attestations, instruction manuals, maintenance instructions and the like must be delivered together with the provision of the goods and/or services. For raw materials a weighing note/slip must be provided. If any documents belonging to the goods are missing, Beekenkamp will be entitled to suspend the payment.
- 9.7. Payment of the invoice does not constitute a waiver of any rights and claims which Beekenkamp has against the Supplier.

10. Transfer of rights and obligations

- 10.1. Without the explicit consent of Beekenkamp the Supplier is not allowed to transfer the agreement to any third parties, Beekenkamp is entitled to attach conditions to the consent.
- 10.2. The Supplier remains fully liable and responsible with regard to services provided or products delivered by third parties to Beekenkamp in connection with the order.

11. Packaging and transport

- 11.1. The Supplier must ensure proper packaging and protection and transport of the goods such that they reach the agreed place of delivery in a good condition and ensure that the goods can be safely unloaded there. The Supplier is responsible for compliance with the (inter)national regulations with regard to packaging and transport by him as well as by the carriers contracted by him.
- 11.2. All packaging, with the exception of returnable packaging, will become the property of Beekenkamp upon delivery. If required by Beekenkamp the Supplier must take back packaging without charging Beekenkamp any costs for this.
- 11.3. Returnable packaging must clearly be marked as such by the Supplier.
- 11.4. Returnable packaging will be returned at the expense and risk of the Supplier to a destination to be specified by him.
- 11.5. The Supplier should endeavour to package the goods such that there is as little impact on the environment as possible. The Supplier must ensure that the way in which the goods are packaged and this packaging in itself cannot form either any threat to the safety, wellbeing or health in any other way. All this is to be assessed according to the latest technology at the time of the delivery.

12. Environmentally hazardous substances

- 12.1. Before the agreement is formed the Supplier must notify in writing whether the goods offered and to be delivered contain environmentally hazardous substances which might be released during normal use as well as during repairs, maintenance or calamities, or the removal, storage, dumping, moving, removing or destroying the respective goods at the end of their life.
If this is the case, on delivery the Supplier must add a clear instruction with preventive measures explaining how the release of these substances must be prevented. In addition, the Supplier must state the measures which must be taken to protect personnel and employees of Beekenkamp in the event that these substances are released.

13. Risk and transfer of title

- 13.1. The ownership of the goods will pass onto Beekenkamp at the critical moment as provided for in this clause, unless otherwise agreed in writing.
- 13.2. The critical moment with regard to the risk for the goods and the costs is the moment that the Supplier makes the goods available to Beekenkamp at the place of delivery stated in these Purchase Conditions.
- 13.3. If part payments are made by Beekenkamp in connection with the agreement anticipating the entire delivery, the Supplier will provide Beekenkamp hereby with the ownership of each individual item, including parts and materials at the moment that they are present in the business of the Supplier. This also applies in the event of production which the Supplier has commenced, insofar as part payments relate to those goods or that production.
- 13.4. If Beekenkamp makes part payments in connection with the agreement to provide a performance in the form of a service or advice, anticipating the entire provision of this service or this advice, the Supplier will provide Beekenkamp with the ownership of the rights to that part which has already been delivered. Beekenkamp is free to dispose of these results as provided for in the original agreement.
- 13.5. The Supplier must mark the property of Beekenkamp as such and keep it safe until the moment of delivery to Beekenkamp. Without the prior written consent of Beekenkamp the Supplier shall not allow third parties to access these goods or to show them at exhibitions or dispose of them or make them available to third parties.

14. Secrecy

- 14.1 The Supplier, his personnel and those engaged by the Supplier are obliged to observe strict secrecy with regard to all details which have come to their notice on account of the relationship with Beekenkamp. The Supplier is prohibited from using the said information for his own use or the use by third parties.
- 14.2 The Supplier is liable for all damage arising from acts in contravention of the obligations in this clause.
- 14.3 The obligation to observe secrecy also remains fully effective after the performance of the agreement.
- 15. Intellectual property**
- 15.1 The Supplier will compensate and indemnify Beekenkamp against all damages which might arise as a result of any infringement or alleged infringement of any intellectual or industrial property right or other right of third parties whatsoever caused by or on behalf of the Supplier.
- 15.2 With regard to the drawings, estimates, schedules, designs and the like provided by Beekenkamp, Beekenkamp reserves the ownership right and copyright. Without the explicit consent of Beekenkamp they shall not be copied and/or shown or handed to any third parties, in whole or in part, or be used by the Supplier to manufacture goods or perform similar works for third parties.
- 15.3 The intellectual property right to all information which the Supplier manufactures and/or provides in connection with the agreement always rests with Beekenkamp. Thereby Beekenkamp obtains the free right of use. The fee for this right of use is included in the price.
- 16. Prohibition of assignment and settlement**
- 16.1 Subject to the prior written consent of Beekenkamp the Supplier is forbidden from assigning his claims on Beekenkamp to any third parties.
- 16.2 Beekenkamp will at all times be entitled to offset any amount that Beekenkamp owes to the Supplier against any amount that the Supplier or the companies affiliated to the Supplier owe(s) to Beekenkamp, whether or not the amount is due and payable, payable on a condition or a time limit.
- 17. Changes**
- 17.1 Beekenkamp is entitled on reasonable grounds to demand that the size of the order and/or the capacity of the goods and/or performances to be provided is/are changed. Beekenkamp is entitled to make modifications to drawings, models, instructions, specifications and the like with regard to the goods or performances to be provided.
- 17.2 If in the opinion of the Supplier a change has consequences for the agreed price and/or delivery time, the Supplier shall inform Beekenkamp of this in writing within five (5) working days before implementing this change. If at the discretion of Beekenkamp these consequences for the price and/or delivery time are unreasonable in relation to the nature and the extent of the changes, Beekenkamp will be entitled to dissolve the agreement, unless this would be unreasonable considering the circumstances.
- 17.3 A dissolution pursuant to the previous paragraph will not give the parties any right to compensation for any damage.
- 17.4 The Supplier is not allowed to make or carry out any changes to goods or performances without the written instructions or written consent of Beekenkamp.
- 18. Liability**
- 18.1 The Supplier is liable for all damage suffered by Beekenkamp or third parties as a result of a defect in his product that for this reason does not offer the safety which one is justified to expect.
- 18.2 The Supplier is liable for all damage suffered by Beekenkamp or third parties as a result of acts or omissions of himself, his personnel or of those engaged by him in the performance of the agreement.
- 18.3 The Supplier indemnifies Beekenkamp against any claims by third parties for compensation of damage pursuant to liability as meant in both previous paragraphs and will at the first request of Beekenkamp effect a settlement with those third parties, or defend himself in court, instead of or jointly with Beekenkamp, all this is at Beekenkamp's discretion, against the liability as meant above.
- 18.4 For the purposes of this clause members of staff and employees of Beekenkamp are also considered as third parties.
- 18.5 Beekenkamp may demand that the Supplier also takes out a third party liability insurance and will on request allow Beekenkamp to inspect the policies.
- 19. Dissolution**
- 19.1 If the Supplier does not, not within good time or not properly fulfil an obligation on account of the agreement or of other agreements arising from it, and also in the event of a bankruptcy or moratorium and in the event of cessation of business operations, liquidation or a take-over or any situation of the Supplier's business comparable to this, the Supplier will be in default by operation of law. In these cases Beekenkamp will be entitled to terminate the agreement unilaterally in whole or in part without a notice of default and without judicial intervention being required, by means of a letter with acknowledgement of receipt to the Supplier and/or to suspend the payment obligations and/or to transfer the performance of the agreement in whole or in part at the expense of the Supplier to any third parties without Beekenkamp being obliged to pay any compensation, notwithstanding any further rights which Beekenkamp might have including the right to full compensation.
- 20. Force majeure**
- 20.1 If either party cannot fulfil the obligations under the agreement in whole or in part as a result of a non-attributable failure (force majeure), the performance of the agreement will be suspended for the period that performance is impossible, without the parties being obliged to each other to pay compensation.
- 20.2 The party invoking non-attributable failure must express this to the other party within 24 hours after the force majeure situation occurs. The former party must substantiate the invocation of a non-attributable failure to the counterparty with evidence.
- 20.3 Events such as strikes and work stoppages do not form any reason for the invocation of a non-attributable failure, neither does the breach of contract of suppliers or others from whom the Supplier purchases goods and/or services.
- 20.4 If the force majeure situation lasts longer than thirty (30) calendar days, or if this longer duration is already a previously established fact, the counterparty will be entitled to terminate the agreement in writing with immediate effect. The parties will not be obliged to each other to pay compensation.

21. Applicable law and competent court

21.1 All agreements to which these Purchase Conditions are applicable are governed by Dutch law. Any disputes arising from or associated with an agreement entered into between Beekenkamp and the Supplier, will be exclusively submitted to and settled by the competent court of the District Court in The Hague, insofar as legal provisions do not dictate otherwise.