

Willem Beukelszstraat 16
3261 LV Oud-Beijerland

T: +31 (0)186-648222
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I: www.paardekooper.nl

GENERAL TERMS AND CONDITIONS OF PURCHASE

Definitions

Wherever reference is made to "we" and "us" in the present Terms and Conditions of Purchase, it shall refer to: Paardekooper BV in Oud-Beijerland.

Article 1: General

All transactions with us and all offers issued by us will exclusively be subject to our Terms and Conditions of Purchase. The terms and conditions of sales of our suppliers are expressly excluded, unless our suppliers expressly reject our Terms and Conditions of Purchase with the notification that their own terms and conditions of sales will take their place and provided we have expressly agreed to the same.

In the interest of smooth working in relation to agreements entered into with us, suppliers are required abide by the following rules accurately and without reduction:

- A. Each delivery should be notified at least 12 hours in advance by fax at [0186-648 283](tel:0186-648283) or by e-mail at inslag@paardekooper.nl through a clear consignment note/packing note, which should contain the following information:
- Order number;
 - Name of Consignor;
 - Number of packages/pallets;

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08.00 hrs to 15.00 hrs;

Friday: 08.00 hrs to 12.00 hrs;

Delivery outside these timings may only be made with our express consent.

- C. In case of a direct delivery, a neutral consignment note/packing note should be made. After the delivery of this consignment, a consignment note/packing note, signed by the client should be faxed to Paardekooper BV in Oud-Beijerland, marked to the attention of the Administration: 0186-648291.
- D. The goods will be unloaded by the driver himself.
- E. Pallet: the Europallet will generally be used. Deviant sizes and types of materials are only permitted after discussion. The maximum height of a pallet is 1.80 meters. Deviations from this may be made after discussion.
- F. The pallet should be delivered in the manner required. It should be properly wrapped in wrapping foil and the foil should be securely fixed to the pallet.
- G. The goods should not be stacked outside the pallet.
- H. The supplier should place a clearly legible article label with a barcode, article number, description and purchase unit, as specified by Paardekooper. This label should be placed on the outer packing, so that it is visible on the outside of the pallet. It should be possible to count all the packages from outside. Wherever possible, boxes will be stacked together.
- I. The maximum weight is 650 kg per pallet, deviations are only allowed after discussions.
- J. The smallest lot will be stacked on the top.

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Article 2: Offers

Offers should be made to us free of cost and should mention our Enquiry (number). If the supplier's offer deviates from our offer request, and we are not notified about the deviation, the offer will apply as requested by us.

In particular, our cost estimates in this connection will be binding.

Article 3: Order Confirmation

Our Order Confirmation should be returned to us within the period mentioned below in accordance with the law. Prices and conditions should be in conformity with the agreements made at the time of the order.

If the Order Confirmation is not returned within the period mentioned below, the order will be executed according to the information known to us.

A supplier should confirm the order to us with all the terms and conditions imposed by us on the same, within 48 hours.

Article 4: Delivery

If the supplier does not deliver or do so in time, he will be deemed to be in default through the mere exceeding of the due date, following which we will have the right either to grant the supplier an extended due date for fulfilling his obligations, or to terminate the agreement in whole or in part without the need for further issue of notice of default or judicial intervention, through a simple notice in writing to the manufacturer, without thereby being bound to pay any damage compensation or other form of compensation.

If in the first instance mentioned above, the supplier again fails to fulfil his delivery obligations within the deadlines specified by us, we will have the right to terminate the agreement in whole or in part, or to demand a penalty of 2% of the total order for each day that the delay continues, subject to a maximum of 25% of the total value of the order, whereby we reserve to ourselves the right to recover the total damage suffered by us from the supplier.

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Article 5: Transport and transport risks

The goods should be delivered to us at the cost of the supplier, or to an address specified by us, free of cost and free of taxes.

The risk will only pass to the customer after the goods have been delivered and accepted at the delivery address, unless agreed otherwise in writing.

We will never be liable for damage to goods that arises during transport.

Article 6: Packing

Packing costs may only be charged to us if this has been expressly agreed with us. If we return the packing in a usable condition, the supplier should credit us at least for the value he has earlier charged to us.

Article 7: Packing units

The supply of deviant packing units is not permissible for standard goods for which an explicit unit is specified. In case of client-specific goods, marked with "units" as the unit, a box or pack with deviant units may be delivered for each product, provided the label or the printed indication on the box specifies with the remainder quantity.

In connection with changes in packing units, we will apply a period of at least one month, after we have notified our consent to the supplier.

Modifications made should only be submitted to the Purchase Department of Paardekooper BV in writing.

Article 8: Complaints

We will make complaints about defective deliveries to our suppliers, within one month after accepting the goods. As regards faults that are detected during processing or commissioning of goods delivered to us, we will be free to complain about the same immediately after discovery.

The supplier indemnifies us against all possible product-liability claims made against us by third parties on the ground of the failure of the packing materials to fulfil conventional sector-specific quality requirements and

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We are not bound to investigate this aspect of deliveries made to us, and are therefore free to assume that no such modifications have been made, unless we have been notified about the same.

Article 9: Rights of third parties

The supplier indemnifies us against the claims of third parties, if rights of third parties are vested in goods sold and supplied to us. He will do this on the first written request for the same, and also declares that he will bear the cost of defence in any legal proceedings that may be instituted against us.

The supplier should only use any information provided by us in connection with our orders, in written or verbal form, as well as other data such as drawings, descriptions, samples, models, etc. for the purposes of our orders issued to the supplier, and an absolute prohibition will apply to the following in connection with such information: copying, provision of the same to third parties, or using the same in any other manner whatsoever. This will apply with particular emphasis in connection with further developments that are made through further advances and on the basis of our information.

Article 10: Models, drawings and designs

All models, punches, drawings, punching dies, designs, printing blocks, etc. and all other accessories or printing materials that we have provided, or that have wholly or partially been manufactured and procured for us by the supplier, are and will remain our property, and should be returned to us immediately on first request being made for the same. None of the accessories described above should be copied or provided to third parties without our written permission. The supplier should keep these accessories in good condition and insure the same against all risks for the period that the above accessories are in the possession of the supplier. If these accessories are not in use, they should be preserved by the supplier with all due care and prudence, and should immediately be returned to us free of cost on our request.

Since all the information provided by us to the supplier is subject to copyright, the supplier may never, without our express written permission, notify third parties of the order issued by us nor draw attention to the business relationship existing with us, particularly, in advertising material.

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We will also have the same right if:

- the supplier applies for suspension of payments;
- the supplier is declared bankrupt;
- the supplier transfers, liquidates or discontinues (parts of) his undertaking, in whole or in part;
- a pre-judgement or executory attachment is issued against the supplier.

Article 11: Gifts

The supplier is strictly prohibited to directly or indirectly make a gift of any nature or scope whatsoever to our employees or their immediate relatives. If this prohibition is found to have been violated, we will have a right to terminate all pending agreements with the supplier at that time, with immediate effect, without the intervention of the Court, and without the need to issue a notice of default, without prejudice to our rights to recover the damage suffered by us from the supplier.

Article 12: Merchandise

The supplier will allow us to freely deal in the goods sold and delivered to us both within the country and abroad, as part of our sales product range.

Article 13: Invoice

The invoice or part-invoice should not be attached to the goods to be delivered, but should be sent to us by post immediately after despatching the goods, stating the desired characteristics specified by us (see Article 1).

Article 14: Payment

The fact that we pay an invoice does not automatically mean that we have approved defects in the goods if any. Our payments should be regarded as having been made under protest and with full reservation of all rights. The payment period will always commence from the date on which the goods are delivered to our address, even if this date follows the invoice date.

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Article 17: Tolerances

17.1 The following deviations, whether upwards or downwards, from the agreed specifications, as per Article 17.3, will be permissible.

17.2 Deliveries will only be accepted in full packing units in case of delivery specifications other than as mentioned below. Remainder boxes will not be accepted unless agreed otherwise in writing.

17.3 As regards the delivered quantity, the supplier will be deemed to have adequately satisfied the contractual requirements, if quantity deviations do not exceed the following:

For Paper articles

- 10% above or below the specified quantity in case of orders from 0 to 1000 kg;
- 5% above or below the specified quantity in case of orders exceeding 1000 kg.

In case of Plastic or laminates

- 10% above or below the specified quantity in case of orders with a net weight from 0 to 1000 kg;
- 5% above or below the specified quantity in case of orders with a net weight of more than 1000 kg.

Cardboard

- 10% above or below the specified quantity in case of orders from 0 to 1000 kg;
- 5% above or below the specified quantity in case of orders exceeding 1000 kg.

For all other products

- 10% above or below the specified quantity in case of orders with a net weight from 0 to 1000 kg;
- 5% above or below the specified quantity in case of orders with a net weight from 1000 to 5000 kg;
- 5% above or below the specified quantity in case of orders with a net weight exceeding 5,000 kg.

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- 40 to 59 gram/ mK: 3%
- 60 gram/ mK and higher: 2%
and for cardboard:
- Up to 500 gram/ mK: 3%
- exceeding 500 gram/ mK: 5%

17.7 For the following items, permissible deviations from agreed thickness, found after simple measurements, will be as follows:

- plastic film or laminates up to 40L: 5%
- plastic film or laminates above 40L: 3%
- aluminium (whether or not as a component of another product): 10%
- other materials or combinations: 10%

17.8 The permissible deviation in format is as follows for the following:

- 1% for paper on rolls, subject to a maximum of 3 mm
- 1% for paper in sheets, subject to a minimum of 2 mm (in length and breadth)
- plastic film on rolls up to 199 mm breadth, 3 mm
- plastic film on rolls of 200 mm and more in breadth, 2%
- plastic film bags in developed breadth 3%
- bags of plastic film, of a length of 3%

The permissible deviation from the agreed roll diameter is 3 cm.

Article 18: Printed packing

The following will apply to orders issued by us for delivery of printed packing:

- The supplier should submit printing proofs to us for approval before incurring expenditure that may be

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Article 19: Jurisdiction and applicable law

The law of The Netherlands will always be applicable to agreements entered into with us. The court having jurisdiction over the place where our Registered Office is located will be competent to hear disputes.

Article 20: Annex

The supplier undertakes to exclusively use all information provided by us whether orally, in writing, or other information such as drawings, descriptions, samples, models, etc. for the purposes of the agreement entered into with us.

This means that this data should not be copied or reproduced in any manner, and that third parties should not be allowed to access or use the same. The above implies that the supplier should only provide this information to his employees if this is necessary.

After executing the work, or on our first request, the supplier should return all the above-mentioned annexes to us, together with all the copies.

Samples or other consignments should have neutral packing such that the content is not recognisable and should be despatched marked to the attention of the concerned official in our company.

Only we will have the right to utilise the rights that arise out of the above-mentioned data. The supplier will give us his consent to use the data provided by him by returning a copy of our order to our address.

Article 21: Filing location

These Terms and Conditions have been filed with the office of the Chamber of Commerce and Industries in Rotterdam.