

General

These terms and conditions as part of all by HFT Packaging BV (the seller) contracts and apply to all offers, deliveries and/or work. Terms and conditions shall be deemed to have been accepted by our customer (buyer) by the mere fact of the entry and the deposit thereof on our offers, order confirmations and invoices. Deviating terms in writing by the seller should have been confirmed.

All general terms from the seller do apply at all times and overrule any buying conditions of the buyer. Changes are only accepted after explicit confirmation in writing by the seller. Terms and conditions also apply after concluding order by the buyer and buyer suggest not to understand the terms and conditions and/or did not know its contents.

An agreement between the seller and the buyer, whether or not through intermediaries of the seller, the order will be confirmed by the seller only after the seller has confirmed the agreement to the buyer in writing. After confirmation the seller can repeal the order without any compensation to the buyer.

Quotations and offers.

A proposal, offer or quotation does not bind the seller and is only counts as an invitation to place an order by buyer, unless explicitly stated otherwise. Difference between offer and order confirmation from the seller the order confirmation is decisive, unless the buyer object to this difference within five working days after the date of the order confirmation, in which case the seller is not bound to deliver the order.

Prices.

Each agreed purchase price agreed between the buyer and the seller is based on the purchase price of materials agreed between the seller and the supplier. If the sale price is changed due to circumstances beyond the control of seller, such as scarcity or breach of contract by the supplier, seller is entitled to pass on those changes to buyer by the purchase price accordingly. Seller is required to the best of its ability to make efforts to maintain the original price as much as possible.

Discounts shall be deemed to have been granted once each time. Previously granted discounts will never apply to future agreements.

Delivery Time.

At the time of conclusion of the agreement delivery time is based depending on the circumstances and, if depending on performance of third parties, on the by such third parties provided information to the seller.

The delivery term will be taken into account by the seller as much as possible.

The delivery time is valid after the seller has confirmed the agreement in writing.

If the seller requires any data or tools which must be provided by the buyer, the delivery term will be based on the day/time that all necessary data or tools are provided by the buyer, but not earlier than on the date of the written agreement confirmation.

When exceeding the delivery term, buyer will not be entitled to any compensation.

In that case buyer also has no right to dissolution or termination of the agreement, unless the late delivery is such that the buyer cannot reasonably be requested to accept part of the agreement concerned.

Buyer than shall be entitled to dissolve the agreement or to the extent which is strictly necessary, provided that is done in writing to the seller. If the seller, as a result of force majeure, can't meet its obligations to the buyer, those obligations shall be suspended for the duration of the force majeure condition.

If the force majeure situation has lasted a month, the seller is entitled to adjust the delivery time and price connected to the circumstances or to cancel the agreement

in whole or in part in writing without any compensation to the buyer.

Under seller's force majeure we understand any independent circumstance whereby fulfilling its obligations to buyer is prevented in whole or in part or when the performance of its obligations cannot reasonably be accepted by the buyer, regardless of whether that circumstance could be foreseen at the time of the agreement.

Also referenced under these conditions are: war, danger of war, civil war, insurrection, import and export or transport prohibitions or other restrictive measures of any authority, strikes and lock-outs, company work occupation-and punctuality actions, physical and/or economic transportation difficulties, fire or other disturbances, blockage or other

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problems in the production by seller or its suppliers and/or transport provided by third parties or own and/or measures of any public authority as well as the lack of any to obtain government authorization.

If delivery is sold on call, buyer must fully call all matters within 6 months after conclusion of the agreement, unless a different on-demand period was agreed in writing.

If the buyer does not call on time, the seller is entitled to deliver all remaining business in one lot to buyer and demand immediate payment, or to unilaterally dissolve the agreement after summation of a period of at least 8 days and claim damages.

Risk and ownership.

Immediately after confirmation of the agreement, the risk for all damages which might arise to or by the goods which have to be packed by the seller shall pass to the buyer, unless otherwise agreed.

All delivered goods exclusively remain property of the seller until any claims on his buyer has, including at least the claims mentioned in BW 3: 92 (2) are fully met, including the purchase price, any charges payable under these terms or the agreement, interest, collection charges and contractual penalty as well as any contract work performed or to be performed.

Any amount received from the buyer will first be applied as payment of any claims which seller may have connected with the buyer. Any further amount received from the buyer will apply in the first instance as payment of any interest and costs.

If and as long as seller is the owner of delivered products and payments can't be met by the buyer, seller shall notify buyer without delay in writing when the products will be confiscated or otherwise claiming (any part of) the products. Furthermore, buyer will inform seller at the seller's first request where the products, seller owns, are located.

At mash, (temporary) suspension of payments or bankruptcy the bailiff, administrator or curator will be immediately informed about the (property) rights of the seller.

Sizes of products and materials.

Sizes of products can have a tolerance of 10% of requested or specified sizes by the buyer or given sizes by the seller. The thickness of the materials used to create the products can have a tolerance of 10% below or above the requested or by the seller specified sizes.

Claims.

The buyer has to inspect the packaging immediately after arrival at the place of destination or upon receipt, whichever is earlier, by himself or by any third party on behalf of a customer accurately. Any claims about defects in the packaging that are

due to material or manufacturing defects, as well as differences in quantity, weight, composition or quality between the packaging delivered and the on the order confirmation and/or invoice given description, shall be completed no later than within

8 days after delivery/pick-up in writing to seller. After 8 days all claims will be refused.

Liability and indemnity

Seller shall not be liable for damage, which as a result of any cause, after delivery of the goods to be packed in our workshop, in person or property. Seller shall not be liable for any damage, which caused by any cause what so ever, for packing goods at a different location, in person or property.

Regards to the printing or otherwise marking of the packaging to be supplied, the buyer guarantees that he is entitled to provide the relevant command.

When applying any code and/or marking the seller accepts no responsibility for the readability and/or usability. All by the seller to pack and/or packaged goods travel at the risk of the buyer.

Payment

Buyer shall pay amounts charged effective in the currency stated on the invoice, to the seller within 15 days of the invoice date. All payments to be made, at the seller's option, cash before delivery, by bank before delivery or to designate bank account. All amounts charged to the buyer without deduction, deduction or set-off. Buyer has no right, not even in case of claims, to suspend its obligations.

The seller shall, without further notice of default, on all amounts after 15 days of date of invoice, from that day on, charge the statutory interest.

If the buyer has not paid the amount due and interest after the expiry of a further period of payment buyer is obliged to reimburse seller all extrajudicial and court costs. To reimburse the extrajudicial costs are fixed at 15% of the total amount.

In case of late payment, the seller shall be entitled to suspend further delivery of other products and/or to terminate or suspend implementation of other agreements concluded with the buyer without to pay any compensation. The buyer is obliged to pay all outstanding amounts including eventual damage damages for the seller, including loss of profits.

Termination of agreement

If buyer does not properly or not within a time limit or otherwise timely comply with any obligation arising out of any agreement, buyer is in default and seller shall be entitled without notice of default or judicial intervention;
-the implementation of this agreement and related agreements to suspend until payment has been made sufficiently surely; and/or

-that agreement and directly related agreements to dissolve in whole or in part; and without prejudice to other rights agreement under which sellers with buyer and without seller to pay any compensation.

In case of (provisional) suspension of payments, bankruptcy, cessation or liquidation of the company of buyer, will automatically cancelled all agreements with buyer, unless buyer notifies seller within a reasonable time to comply with some or all of the relevant agreement (s), in which case seller is entitled without notice:

-the implementation of the relevant agreement (s) to be suspended until payment has been made sufficiently surely; and/or

-to suspend any obligations to buyer without paying any compensation to the buyer.

Except in the event of consumer sale is the applicability of article 6: 278 BW expressly excluded if the seller only agrees with buyer dissolves as referred to in article 6 paragraph 2 of the Dutch civil code: 278.

Disputes, applicable law, competent court.

These conditions, as well as to all agreements is Dutch law-including the international sale in force treaties apply. With regard to agreements referred to in article 6: 247 2 of the Dutch civil code is, however, expressly provided that section 3, title 5 of book 6 of the DUTCH CIVIL CODE shall not apply.

All disputes arising out of the agreement (s) or these terms and conditions will be subject to the ruling of the competent court in the District of Haarlem (Netherlands).