

General terms and conditions of sale and delivery

Knapzak Benelux BV
Poppelseweg 7D
5051 PL Goirle - The Netherlands

Article 1. General provisions

1.1 These terms and conditions apply to all offers, tenders, agreements and deliveries of Knapzak Benelux BV (hereinafter referred to as: 'the seller').

1.2 Any other general terms and conditions, including the general terms and conditions applied by the buyer, do not form part of the agreement between the seller and the buyer and therefore do not bind the seller. If, as an exception, the general terms and conditions of the buyer are declared applicable in addition to the general terms and conditions of the seller, the general terms and conditions of the seller will prevail.

1.3 Derogations from these general terms and conditions will only be valid if and insofar as they have been expressly agreed in writing. The buyer cannot derive any rights from agreed derogations for future transactions.

1.4 In these terms and conditions 'in writing' is taken to mean: by letter or by email.

1.5 Insofar as these general terms and conditions are also drawn up in another language, the Dutch text will always prevail in case of inconsistencies.

1.6 These terms and conditions are also stipulated for the benefit of legal entities affiliated to the seller, the (indirectly) directors and shareholders of the seller and legal entities affiliated with them as well as for the benefit of all persons working for the seller and affiliated legal entities, including engaged third parties. They can invoke these conditions as if they were sellers.

1.7 A quotation from the seller is valid for 14 days, unless stated otherwise.

Article 2. Agreement

2.1 The seller is only bound after it has confirmed an assignment provided to the buyer in writing, or, in the absence thereof, a confirmation in writing, after the seller has actually commenced with the assigned work.

2.2 The agreement is always entered into subject to the suspensive condition that the buyer has sufficient creditworthiness in the opinion of the seller, which creditworthiness is evident from the information acquired by the seller. The seller is at all times entitled to require from the buyer that the buyer provides sufficient security for the payment of the payment obligations as well as other obligations of the buyer under the agreement. Refusal on the part of the buyer to provide the required security will give the seller the right to suspend the obligations of the seller and will ultimately give the seller the right to terminate the agreement, wholly or in part, without notice of default or judicial intervention, without prejudice to the right of the seller to any compensation of damage suffered by the seller.

2.3 The seller is at all times entitled to demand (partial) prepayment of (parts of) services from the buyer and will in any case request this each time an order is placed for the first time.

Article 3. Prices

3.1 All offered prices and conditions of the seller appearing in official price lists, quotations offers or otherwise are always without obligation.

3.2 The listed prices by the seller are, if not expressly stated otherwise in writing, in euros and excluding VAT, transport, import duties and other taxes, levies and duties.

3.3 Any change in one or more of the cost-determining factors, such as purchase prices (whether or not changed with retroactive effect), exchange rates, import duties, turnover tax, or statutory general pay increases will give the seller the right to - at its discretion - charge an accordingly higher price, or to cancel the order, after confirmation of orders but prior to delivery, without the buyer having any right to compensation concerning this matter.

Article 4. Delivery periods and delivery conditions

4.1 The delivery periods are adhered to as far as is possible by the seller, but can never be regarded as final deadlines. The seller will not be in default with regard to the delivery period any sooner than until after the buyer has given notice of default in writing to the seller, and the buyer has thereby given the seller a reasonable period in which to still deliver and the seller has not done so within this period.

4.2 The agreed delivery period commences as soon as the seller has confirmed the order in writing.

4.3 Only in the event of excessively exceeding the agreed delivery period (more than 12 weeks) will the buyer have the right to terminate the agreement, unless this exceeding is caused by a situation of force majeure. The buyer nevertheless never has any claim to any financial penalty or compensation.

4.4 The seller will not be liable for damage as a result of late delivery, if and insofar as this late delivery can be attributed to circumstances that are not at the expense and risk of the seller, including the failure to deliver (in a timely manner) on the part of suppliers.

4.5 The failure to fulfil any payment obligation (in a timely manner) on the part of the buyer will suspend the obligation to deliver of the seller.

4.6 Unless agreed otherwise in writing all deliveries take place on the basis of 'delivery duty paid', at the agreed location of destination (DDP, Incoterms 2020).

4.7 In case delivery needs to take place at a specific time slot, or in case of long waiting time during delivery, extra costs will be charged.

4.8 If the delivery derogates in numbers, quantities, dimensions and weights by less than 10% from that which has been agreed, the buyer nevertheless will be obliged to accept the delivery. In that event the buyer will not have any right to delivery or return of the differences between the actual delivery and the agreed delivery.

4.9 The seller retains the right to deliver the goods in partial deliveries, in which case the (payment) terms described hereinafter also apply to each partial delivery.

Article 5. Force majeure

In the event of force majeure the seller will have the right to, at its discretion, suspend the performance of the agreement until the time when the force majeure situation has come to an end, or to terminate the agreement, wholly or in part, insofar as not yet performed, without judicial intervention and without being obliged to payment of any compensation. Force majeure includes all circumstances that must reasonably be deemed to prevent the delivery of the purchased items in a timely manner and the correct delivery of the purchased items. Force majeure inter alia also includes: breaches of contract on the part of the supplier of the seller, breakdowns in the business of the seller, transport problems, strikes, exclusions, mobilisation, war, threat of war, floods and restrictive measures of government agencies.

Article 6. Packaging

6.1 The packaging of the goods to be delivered is calculated under normal circumstances and the seller does not charge for this, unless agreed otherwise in writing. The containers or other auxiliary materials made available for the transport must be returned to the seller upon delivery, or as the case may be no later than within 8 days after receipt of the goods, at the expense and risk of the buyer with the same means of transport.

6.2 The seller uses the Euro-pallet exchange system and has the right to charge on the costs of a Euro-pallet if it cannot be exchanged upon delivery.

Article 7. Obligation to take receipt of the purchase

The buyer is obliged to take receipt of the purchase within the agreed time. In the absence thereof the seller will be entitled to, without prior notice of default, claim payment of the sales price of the part that is not purchased, or to deem the agreement terminated, insofar as not yet performed - at its discretion - , without prejudice to the right of the seller to claim compensation in full of the costs incurred and/or the damage suffered (including any lower proceeds). If no delivery period has been agreed, and also for orders that have been concluded on delivery on a call-off basis, the seller will be entitled to take the measures described regarding this matter, if the purchased goods are not taken receipt of within three months after the confirmation of the sale.

Article 8. Payment

8.1 Unless expressly agreed otherwise in writing the invoice amount must be paid without deduction, suspension, payment discount or setoff, no later than 30 days after the invoice date at the office of the seller, or by payment or transfer to the bank stated on the invoice of the seller.

8.2 The seller is entitled to request a prepayment or direct payment. For the first order, the buyer may subtract a 2% payment discount.

8.3 Payments by bank transfer. We don't accept cheques or other payments

8.4 If the buyer remains in default of prompt payment on the due date the seller will have the right to terminate the agreement concerning the goods still to be delivered and delivered goods subject to retention of title, without notice of default or judicial intervention, undiminished the right of the seller to additionally claim compensation of the damage suffered. In the event referred to above, the seller also has the right to divide the claim in parts and to determine the date of being due and payable of each part.

8.5 The buyer gets in default and the claim for payment of all amounts owed to the seller will be immediately due and payable in full if and as soon as the buyer fails to fulfil the obligations ensuing from the agreement, the buyer changes the form of enterprise, the buyer applies for bankruptcy, is declared insolvent, proceed with liquidation, dies, or in the event of a company, or - in case she is a company legal person - is dissolved, as well as if third parties levy attachments on goods and/or claims of the buyer. In the aforementioned cases, the seller is entitled to suspend the further execution of the agreement, or to dissolve the agreement or to terminate it immediately, without judicial intervention being required and undiminished the right of the seller to claim compensation.

8.6 In the event that the buyer fails to fulfil the obligations, the buyer will owe interest of one and a half percent (1.50%) per month from the due date, whereby a part of a month applies as one month. Furthermore, all judicial and legal extrajudicial collection costs of all amounts owed to the seller will be at the expense of the buyer.

Article 9. Retention of title

9.1 The goods delivered and to be delivered by the seller remain the property of the seller (seller retains title) in their entirety until the buyer has fulfilled all that which the buyer owes to the seller under this agreement (in compensation) or other existing and future agreements, as well as the claims for failure to comply with such agreements (including any interest, penalty and costs).

9.2 As long as no full payment has been made that is subject to the retention of title under Article 9.1, the delivered goods may be taken back by the seller at any time, while the buyer will then be obliged to return these goods to the seller immediately at first notice at his own expense and risk.

all times be taken back by the seller, while the buyer in that case will be obliged to immediately, on first demand, return these goods to the seller at the risk and expense of the buyer.

9.3 The buyer will not be entitled to in any manner whatsoever dispose of the goods in a manner as a result of which the retention of title of the seller set out for this would be affected. It is, for example, not allowed for the buyer to dispose of, to encumber, or to pledge the goods, or otherwise to bring the goods under the control of third parties, outside the usual business operations. The buyer is also not permitted to dispose of the goods in the context of the usual business operations of the buyer at the time when the buyer has applied for moratorium or the buyer is declared insolvent.

9.4 The buyer must store the goods on which a retention of title rests separately from the other goods, in order to be able to continue to distinguish the goods from the seller. The buyer is therefore also obliged to maintain already affixed indications showing that goods come from the seller, failing which it is suspected that all goods present with the buyer of the same kind belong to the seller. The latter is on evidentiary agreement.

9.5 The buyer is obliged towards the seller to provide (additional) security for all existing and all future claims of the seller against the buyer, for whatever means, at the first request of the seller, which in the opinion of the seller is such that it has and will have sufficient security.

Article 10. Technical data

10.1 The documentation, images, drawings and samples, measurements and weights and other technical specifications provided by the seller are not binding, but only intended to give a general impression of the offer to be shown or provided only by way of indication: the quality of goods to be delivered or to be produced may deviate from this, unless explicitly stated that would be delivered or created in accordance with the shown or provided (sample, model, example, etc.). Derogations from data thus provided do not give any right to complaint or compensation.

10.2 The seller retains the right to deliver the goods in a changed structure, provided that the intended purpose of the goods is not affected because of this.

10.3 The buyer must personally assess whether the goods are suitable for the purpose for which the buyer wishes to use the goods and is responsible for ensuring that the goods to be delivered comply with the technical requirements or standards set by laws and regulations of the country in which the goods are to be used.

10.4 The buyer is aware that recycling bags are not suitable as toys and should therefore be kept out of reach of children, also in view of the risks involved with recycling bags, including the risk of suffocation. The buyer is obliged to use recycling bags supplied by the seller only with a warning of the aforementioned risks and with a proper instruction for use. Buyer indemnifies seller against all claims of third parties in this regard (see article 12.7).

Article 11. Guarantee, complaints and returns

11.1 The buyer is obliged immediately after receipt of the goods to inspect the goods for any damage and/or defects. The buyer is furthermore obliged to inspect whether the delivered goods also comply on other points with the order including quantity (for example: number and the amount) and quality requirements. The buyer must report (or have reported) any noticed imperfections in the consignment note, or as the case may be make these apparent, in writing to the seller within 72 hours after receipt of the delivery, under penalty of forfeiture of rights.

11.2 Any invisible damage and/or defects must be made apparent in writing to the seller within 8 days after the buyer has noticed the defect, or as the case may be reasonably ought to have discovered the defect but no later than 1 year after delivery, under penalty of forfeiture of rights.

11.3 If no complaints have been received by the seller within these periods the seller will be deemed to have completely fulfilled the obligations with regard to the delivery.

11.4 If a complaint is submitted in a timely manner and this is acknowledged by the seller, the seller will be obliged - at its discretion - to deliver the absent item, or to repair the item, or as the case may be to replace the item, or to take back the item and credit the buyer for the invoice amount concerned, whereby the transport costs for the return consignment is at the expense of the seller. However, the returning of goods is at the expense and risk of the buyer. Under no circumstances will the seller be obliged to compensation of other costs and/or (consequential) damage. Article 12 (Liability) always applies.

11.5 Submitting a complaint will not suspend the payment obligation of the buyer, unless the seller expressly agrees to such suspension.

11.6 The seller provides a guarantee for 1 year for the complete product range of the seller as standard, with the exception of bags. This guarantee applies to normal use.

11.7 The right to rely on the guarantee lapses if the stated instructions for use are not, or not properly, followed, the delivered goods are improperly treated or used, or the use of the delivered goods is not in accordance with the statutory regulations, or as the case may be the instructions for use.

11.8 Furthermore, there is no right to rely on the guarantee if the defects are the result of usual wear and tear, improper storage of the goods, if work is executed on the delivered goods by third parties, or if the goods are sold (on) within the guarantee period, or otherwise transferred to a third party/third parties.

11.9 The seller will be entitled to suspend the fulfilment of the obligations until the buyer has personally fulfilled all the obligations toward the seller.

11.10 Products with defects can only be returned with permission from the seller. Crediting of returned goods is only possible if these products are in their original, undamaged packaging, without any writing on them, and if these returned products are dispatched in packaging that is suitable for transport, which packaging is properly sealed and the returned products are suitable for reselling.

Article 12. Liability

12.1 The liability of the seller toward the buyer is limited to fulfilment of the obligations described in the previous article.

12.2 Except in the event of intention or gross negligence on the part of the seller, and except in the case of statutory liability on the basis of mandatory statutory provisions, the seller is never liable for any damage suffered by the buyer. Liability for indirect loss, consequential damage, immaterial damage, direct trading loss or environmental damage, or as the case may be damage as a result of liability toward third parties, is furthermore expressly excluded. Is also expressly excluded, (consequential) damage as a result of incorrect use of goods delivered by the seller.

12.3 If and insofar as, in spite of the provisions of article 12.2, any liability is vested in the seller, on whatsoever basis, this liability will be limited to the amount that the seller's liability insurance gives claim for in that specific case. The seller is insured for liability in conformity with the standard amounts and terms and conditions for the sector.

12.4 If, despite the provisions of Article 12.2, the seller has any liability, for whatever purpose, and the liability insurance of the seller in any specific case for whatsoever reason does not give the right to cover, or as the case may be the damage concerned is not covered by the insurance, the liability of the seller will be limited to the amount equal to the net invoice amount of the goods involved, always provided that the seller will be exclusively liable to no more than an amount with a maximum of € 50,000 per claim.

12.5 The seller is not liable for all forms of damage caused to the buyer by incorrect use. Keep the plastic bags out of reach of children due to the risk of suffocation.

12.6 The above limitations also apply to unlawful acts of the seller and, whether or not implicitly given guarantees by the seller. The above limitations do not apply if the damage is due to intent or deliberate recklessness on the part of the seller or persons in charge of his company.

12.7 Buyer indemnifies seller against all claims of third parties related to or arising from the agreement executed by the seller and/or the goods delivered by the seller, if and insofar as the seller is not also liable to the buyer for such a claim or the claim – accumulated with any claim of the buyer – exceeds the maximum claim mentioned in these terms and conditions. The buyer is therefore obliged to compensate all damage suffered by the seller in this regard, including the full costs of the defence.

12.8 Any legal claim by the buyer against the seller expires after one year after the buyer became aware of this and/or could assert his legal claim against the seller, without prejudice to previous expiry periods.

12.9 The Seller is authorised to accept any limitations of liability of third parties on behalf of the buyer. Any liability for shortcomings of these third parties is limited to the amount that the seller can recover from these third parties.

Article 13. Intellectual property rights

13.1 The seller owns all intellectual property rights with regard to the goods delivered by the seller and reserves these rights as well as the associated (rights and) authority.

13.2 The buyer is not permitted to wholly or in part modify the delivered goods or to provide these with another brand name, or to use the brand concerned in another manner, or as the case may be to register this in the buyer's personal name, or to imitate the brand.

13.3 The buyer will owe to the seller for each breach of the provisions of this article, without further notice of default, a financial penalty of € 10,000. The seller can in addition to this financial penalty claim compensation on the basis of the law.

13.4 The seller reserves the right to use the knowledge gained by the execution of the work for purposes other than for the execution of the agreement, insofar as no confidential information of the buyer is brought to the knowledge of third parties.

13.5 The buyer guarantees to the seller that the instructions, information, designs and/or other documents provided by the buyer to the seller do not infringe the intellectual property rights of third parties and the buyer indemnifies the seller against all claims of third parties in this regard. The buyer is obliged to compensate all damage suffered by the seller in this regard, including the full costs of the defence.

Article 14. Termination & termination by mutual consent

14.1 Insofar as there is an agreement of assignment, the buyer can terminate the agreement in writing in the meantime but only for important reasons as referred to in Art. 7:408 paragraph 2 of the Dutch Civil Code.

14.2. In the event of interim termination for important reasons, the buyer shall owe a reasonable part of the compensation, in accordance with the provisions of Art. 7:411 BW.

14.3. In the event that the seller allows the buyer to return purchased goods at a refund of the purchase price, the buyer is obliged to compensate all property damage suffered by the seller, such as loss suffered, lost profit and costs incurred. The compensation owed by the buyer is fixed at 35% of the purchase price, without prejudice to the seller's ability to claim full compensation.

Article 15. Disputes

15.1 Dutch law applies to these terms and conditions and to all offers made and tenders issued by the seller and to all agreements concluded between the buyer and the seller, always provided that the retention of title included in this agreement, insofar as more favourable for the stipulator, after import

of the goods involved to another country will be, to its full extent and in particular also in its scope, governed by the law of that country.

15.2 All disputes with regard to, or ensuing from, the transactions entered into by the seller will be submitted to the court with competent jurisdiction of the Zeeland-West Brabant District Court (location Breda, the Netherlands), which is without prejudice to the entitlement of the seller, if required, to submit the dispute to another court with competent jurisdiction.

These general terms and conditions of sale and supply of Knapzak Benelux BV are filed with the Chamber of Commerce under number 17121158.