

GENERAL CONDITIONS OF SALE:

OF: Highpack B.V., a private company with limited liability with its registered office in Hem

Article 1 Definitions

In these general conditions, the terms below are used with the following meaning:

Highpack:	Highpack B.V., the user of these general conditions;
the other party:	the natural or legal person who concludes or has concluded an agreement with Highpack B.V. concerning the goods to be delivered and/or the activities/services to be provided by Highpack;
agreement;	the agreement between Highpack and the other party pursuant to which Highpack sells and delivers goods to the other party and/or the agreement between Highpack and the other party pursuant to which Highpack performs activities/provides services on the instructions of the other party

Article 2 General

- 2.1 The provisions of these conditions apply to each offer and agreement between Highpack and the other party in so far as the parties did not from these conditions expressly and in writing. The applicability of the other party's general conditions is expressly excluded.
- 2.2 A provision of these general conditions that is void or voided does not prejudice the applicability and legal validity of the other provisions of these general conditions.

Article 3 Offers

- 3.1 All Highpack offers are entirely without obligation, unless an explicit term for acceptance has been set. Highpack nevertheless has the right to withdraw its offer as long as the other party has not yet accepted the offer.
- 3.2 The delivery times indicated by Highpack are indicative and do not give the other party the right to terminate and do not entitle it to compensation if they are exceeded.
- 3.3 The prices in the aforementioned offers are stated in euros and exclusive of VAT and other levies imposed by the government as well as any transport and packaging costs, unless expressly stated otherwise.
- 3.4 Highpack has the right to increase an agreed price in the interim if and in so far as unforeseen cost-increasing circumstances occur following the conclusion of the agreement.
- 3.5 If the acceptance deviates from the offer included in the quote, Highpack shall not be bound by it. If this is the case, the agreement is not concluded in accordance with this deviating acceptance, unless Highpack indicates otherwise.
- 3.6 A combined quotation does not oblige Highpack to sell and deliver and/or perform activities/provide services of a part of the offer against a proportionate part of the price that was stated.
- 3.7 In the event Highpack concludes agreements with the other party more than once, the present general conditions shall apply to all subsequent agreements at all time, irrespective of whether they have been expressly declared applicable.

Article 4 Delivery and permitted deviations

- 4.1 Delivery of the goods sold and/or goods packaged by Highpack takes place in the manner to be indicated by Highpack, unless expressly agreed otherwise. Highpack has the right to deliver the performance(s) due by it in parts.
- 4.2 Any delivery terms indicated by Highpack are indicative. A stated delivery time is never a strict deadline. In the event a term is exceeded, the other party will be obliged to give Highpack written notice of default, in which Highpack is afforded a reasonable term to comply with its obligations as yet.
- 4.3 Upon delivery, by a third party or otherwise, the other party will be obliged to inspect the good carefully for damage and defects. In the event visible damage or defects are identified, the other party will be obliged to submit a complaint to Highpack within 48 hours. The other party is obliged to take delivery of the goods at the moment Highpack delivers them or has them delivered to it, or at the time that the goods are made available to other party in accordance with the agreement.
- 4.4 The permitted deviations as regards the weight and mass of the sachets delivered and goods packaged are the same as the deviations that are allowed according to normal business practice. Deviations of at most 10% more or 10% less cannot be considered to be an attributable failure on the part of Highpack.

Article 5 Performance activities/provision of services

- 5.1 Highpack will carry out the agreed services/provide the agreed services for the other party to the best of its knowledge and abilities.
- 5.2 Highpack has the right to have certain activities performed by third parties if and in so far such is demanded for proper performance of the agreement.
- 5.3 Highpack may place the goods belonging to or, as the case may be, intended for the other party in storage if his is necessary or desirable in implementation of the agreement. Storage takes place for the account and risk of the other party. The goods are not insured during storage. The other party will be obliged to arrange for insurance if it wishes to have the risk of damage/destruction/disappearance covered.
- 5.4 At the other party's request, Highpack can transport the goods intended (to be delivered or packaged) for the other party or have such transport carried out. Such transport takes place for the account of the other party in a manner to be determined by Highpack. With the exception of intent or wilful recklessness on the part of Highpack, it will not be liable towards the other party for any damage/destruction/disappearance related to this transport. The risk of transport lies with the other party irrespective of the manner of transport agreed by the parties. The other party must take out insurance in this connection if it so desires.
- 5.5 The other party will ensure that all goods that must be packaged in accordance with the agreement are made available to Highpack on time. If the goods required for the implementation of the agreement have not been provided to on time, Highpack will have the right to suspend performance of the agreement and/or to charge the additional costs arising from the delay to the other party.

Article 6 Retention of title

- 6.1 All products delivered by Highpack remain the property of Highpack until the other party has complied with all obligations arising from the agreements concluded with Highpack. The other party does not have the right to pledge or otherwise encumber the items of property that are covered by the retention of title.

- 6.2 If third parties levy an attachment against the goods delivered subject to retention of title or wish to establish or enforce rights in respect thereof, the other party will be obliged to notify Highpack thereof without delay.
- 6.3 The products delivered by Highpack that are covered by the retention of title pursuant to paragraph 1 of this Article may only be resold on within the context of the normal business operations and may never be used as means of payment.
- 6.4 If Highpack wishes to exercise its rights of ownership referred to in this article, the other party hereby grants in advance its unconditional and irrevocable approval to Highpack or a third party to be indicated by the latter to enter all those places where Highpack's goods are located or may be located and to take those products back.

Article 7 Packaging

- 7.1 Highpack reserves the right to charge the costs of packaging. Packaging is never taken back. The other party is responsible for the correct removal of packaging delivered by Highpack.

Article 8 Payment

- 8.1 Payment must be made within 30 days after the invoice date. Highpack has the right to agree a different method of payment at all times. Every payment term applies as a strict deadline, which means that the other party is in default if the amount due has not been paid to Highpack within the payment term.
- 8.2 The other party will owe Highpack 2% default interest per month on the outstanding invoice amount for the period the other party is in default, in which connection part of a month applies as a whole month. Each time after a calendar year has ended, the amount in respect of which the default interest is calculated will be increased by the default interest payable in respect of that year.
- 8.3 Without prejudice to the cases set out in law, any claim of Highpack against the other party becomes immediately due and payable if the bankruptcy, a declaration of applicability of the Debt Restructuring (Natural Persons) Act or a suspension of payment of the other party has been applied for. All Highpack claims also become immediately due and payable in the event an attachment is levied against the other party.
- 8.4 The other party is not allowed to suspend any payment to Highpack and/or set off any claim, unless and in so far as Highpack has agreed thereto expressly.

Article 9 Suspension and dissolution

- 9.1 Without prejudice to the cases set out in law, Highpack will have the right to suspend its obligations towards the other party if Highpack becomes aware after conclusion of the agreement of circumstances that give good reason for fearing that the other party will not comply with the obligations.
- 9.2 Highpack has the right to dissolve the agreement with the other party in case of any attributable failure on the part of the other party without such requiring default. Highpack also has the right to dissolve the agreement, without becoming liable to pay compensation to the other party, in case of circumstances that constitute force majeure for Highpack, which includes in any event acts, with the exception of intent or gross negligence, by persons used by Highpack, unsuitability of goods used by Highpack, strikes, illness, import and transit bans, transport problems, failure to comply with obligations on the part of suppliers and breakdowns in production.

Article 10 Liability

- 10.1 In the event Highpack is liable towards the other party for losses that have been sustained, only the direct loss, which is directly and exclusively the result of a failure attributable to Highpack, will qualify for compensation.
- 10.2 Highpack is never held liable towards the other party for indirect losses, including consequential loss, lost profits, missed savings, loss due to delay, business interruptions etcetera. This (indirect) loss does not qualify for compensation.
- 10.3 In the event Highpack is liable for direct losses, such liability will be limited to at most the amount of the payment to be made by Highpack's insurer. If the liability or loss is not covered or not fully covered by the insurer, Highpack's liability will be limited to at most the amount of the invoice or, at any rate, that part of the assignment to which the liability relates.
- 10.4 The other party is obliged at all times to implement the necessary measures to limit its losses as much as possible.

Article 11 Applicable law and disputes

- 11.1 The legal relationship between Highpack and the other party are governed exclusively by Dutch law to the exclusion of the Vienna Sales Convention. All disputes in connection with the agreement concluded between the parties will be settled exclusively in the first instance by the Dutch competent court of the Noord-Holland District Court, Alkmaar location.

These general conditions have been filed with the offices of the Chamber of Commerce under number 37091140.