

General Purchase Conditions of Cups4you B.V. and Closures4you B.V., both having their registered office and principal place of business in Oss at Landweerstraat Zuid 158, hereinafter "the Principal"

Article 1

General

1. These purchase conditions shall apply to all applications and offers made and all agreements concluded by the Principal with Suppliers in respect of the supply of goods and services. Stipulations to the contrary shall only be binding on the Principal after the latter's written approval and shall only apply to the agreement to which the approval relates.
2. These purchase conditions shall apply to the express exclusion of the Supplier's general terms and conditions of whatever name.
3. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) shall be excluded.
4. In the event of conflict, specifically agreed commitments shall prevail over these purchase conditions.
5. Employees or auxiliaries of the Principal's may not agree stipulations that deviate from these conditions other than pursuant to a written power of attorney, to be granted separately for each agreement.

Article 2

Formation and amendment of agreement

1. Suppliers shall remain bound to their quotations for 60 days after the moment when the Principal received the tender or as much longer as stipulated in the invitation or quotation.
2. The agreement shall be formed by the written acceptance by the Principal of the Supplier's quotation. If the acceptance takes place after expiry of the term referred to in Paragraph 1, the agreement shall be formed unless the Supplier rejects the order within five days of the Principal's sending it.
3. If an offer of the Principal's is accepted, the Principal shall have the right to revoke the offer within two days of receiving the acceptance.
4. Amendment of the agreement – including a change to the agreed price resulting from this amendment – can only take place in writing.

Article 3

Delivery

1. Delivery shall take place at the agreed address and the agreed time, in accordance with the latest Incoterm DDP (Delivered Duty Paid).
2. Delivery deadlines shall be final deadlines. If the deadline is exceeded, the Supplier shall be in default without further notice of default being required and shall be liable for all damage sustained and to be sustained by the Principal.
3. If the Principal signs consignment notes, this shall by no means entail the renunciation of any right.
4. The Supplier must notify the Principal in writing immediately if the delivery deadline threatens to be exceeded. In that case, the Supplier is obliged to do anything and use every means to fulfil its obligations and to do so in time, without prejudice to the Principal's right to claim compensation and without prejudice to the Principal's other rights.
5. Delivery before the agreed time shall only be permitted with the Principal's written consent.
6. The Principal has the right to postpone delivery. In that case, the Supplier shall store the items properly packed, separate and recognisable, and preserve, secure and insure them. If the supply concerns a service, the Principal shall also have the right to postpone delivery.
7. The Principal shall not accept partial deliveries, except where this has been specified in the order, including all drawings, models and suchlike that were prepared for the order, and including all certificates, attestations and suchlike.

Article 4

Documents

1. The Supplier is obliged to make associated documentation available to the Principal prior to or simultaneous with the delivery.
2. The Principal shall be free in the use of this documentation, including multiplication of this documentation for its own use.
3. All documents relating to the items that have been or will be supplied to the Principal by the Supplier must at least contain the Principal's order number, the description of the goods supplied and their quantity.

Article 5

Packaging

1. The Principal shall always have the right to return (transport) packaging materials to the Supplier at the latter's expense and risk.
2. The Supplier shall be responsible for processing or destroying the (transport) packaging materials. If packaging materials are processed or destroyed at the Supplier's request, this shall be done at the Supplier's expense and risk.
3. The Supplier is obliged to pack the goods properly for shipment to the delivery address, in accordance with the Principal's instructions.
4. The costs of simple packaging material shall be deemed to be included in the quoted prices. Valuable standard packaging shall have to be taken back for the calculated value. The Principal shall not compensate the Supplier for deposits, rent, wear and tear costs, etc. in respect of borrowed packaging.

Article 6

Prices

1. Prices shall be exclusive of VAT and shall include all costs the Supplier incurs in order to fulfil its obligation.
2. Prices shall be fixed, unless the agreement specifies the circumstances that may result in price adjustments, as well as the manner in which the adjustment is to be made.

Article 7

Guarantees

1. The Supplier guarantees that the items supplied:
 - a. are complete and suitable for the purpose for which they are intended, and that all auxiliary materials, tools, spare parts, user manuals and instruction books that are necessary for the realisation of that purpose are delivered along with the items, even if they are not mentioned specifically in the agreement or in associated documents;
 - b. are fully compliant with the requirements as laid down in the agreement, specifications, drawings, calculations and/or other documents provided by the Principal or the Supplier for the purpose of the performance of the agreement;
 - c. satisfy all relevant statutory provisions with regard to – *inter alia* – quality, the environment, health and safety;
 - d. are of good quality and are free of design faults, execution faults and/or faults in the material;
 - e. do not infringe any third-party intellectual property rights.
2. In addition, the Supplier guarantees that the laws and government regulations applicable to the business premises and/or sites where the agreement is performed, as well as regulations declared applicable by the Principal or third parties that are or may be connected in any way with the performance of the agreement, will be strictly observed.

Article 8

Transfer of risk and title

1. The title to the items shall pass to the Principal after they have been delivered and, where necessary, assembled or installed. The Supplier cannot reserve any rights to the goods supplied. The Principal shall be entitled to dispose of the goods in the context of its normal business operations.
2. In the event that the Principal provides the Supplier with materials such as raw materials, auxiliary materials, tools, drawings, specifications, software and data in order to enable the latter to fulfil its obligations, these items shall remain the Principal's property. The Supplier shall keep these separate from items which belong to it or to third parties and mark them as the Principal's property.
3. As soon as materials such as raw materials and auxiliary materials of the Principal's have been processed in items belonging to the Supplier, a new item shall have been created that is the property of the Principal.
4. The risk attached to the items shall pass to the Principal at the moment when the delivery and any inspection or approval of the items have taken place.
5. The Supplier must ensure that insurance is taken out to cover the risk of damage, loss, absence or theft of items for which it bears the risk and which are the property of the Principal or the designer.

Article 9

Right of inspection/audit

1. The Principal shall be entitled at all times to inspect items and/or services, or arrange for this to be done, both during production, processing and storage and after delivery. In the case of services, the Principal shall have the right to carry out this inspection throughout the execution stage.
2. Should the Principal so demand, the Supplier shall grant the Principal or its representative access to the place of production, processing, storage or, in the case of services, execution. The Supplier shall cooperate in the inspection free of charge.
3. If an inspection as referred to in this article cannot take place at the intended time through the Supplier's actions, or if an inspection must be repeated through the Supplier's actions, the costs ensuing as a result for the Principal shall be borne by the Supplier.
4. Goods and/or services that are rejected shall be deemed not to have been supplied. The return shipment of rejected goods shall be at the Supplier's expense and risk. The Principal reserves the right to cancel the entire order if the goods are rejected. The Principal

reserves the right as yet to return products which turn out to be defective during processing to the Supplier, including any warehouse stocks kept, in agreement with the above stipulations. In the event that the service to be supplied is rejected, no payment shall be owed for this service.

5. The Supplier must provide the Principal's inspection officer with such tools for carrying out inspections as to ensure that these can be carried out with sufficient accuracy.
6. The Principal may demand, where necessary through its inspection officer, that one or more material samples be supplied. The costs of preparing and shipping such samples may be charged to the Principal and must be stated separately on the invoice.
7. The inspection officer's travel and accommodation expenses and the costs of tests etc. shall be borne by the Principal, unless these activities take place (partly) at the Supplier's request.
8. The final inspection of the goods shall take place within a reasonable period of their arrival at the Principal's business, unless the parties have agreed otherwise in writing.
9. Upon request, rejected goods and/or services must be repaired by the Supplier where possible and/or necessary and left at the Principal's disposal free of charge, until the Principal has received goods and/or services in exchange that meet the requirements set and the rejected goods have been released for return shipment. Again, this shall be without prejudice to the Principal's rights arising for the latter from rejection or breach of contract.
10. In the event of rejection, the Supplier shall be obliged to compensate the Principal for all the costs incurred by the latter in connection with the order.

Article 10

Quality control and deviations

1. The Supplier shall ensure effective quality control. In order to optimise quality control, the Supplier must draw up a quality plan. This plan shall include quality requirements such as the quality objectives to be achieved in connection with the supply. Steps within the processes which together determine the Supplier's operational habits; specific allocation of responsibilities, powers and resources at the various stages of delivery; specifically adopted procedures and instructions that must be applied; steps in the testing, inspection, examination and audit programmes during the relevant stages; written procedure for alterations and adjustments; description of the working method to be followed with the aim to make the activities compliant with the requirements and preconditions set by the Principal in the agreement, including the Supplier's corrective measures; a control system in order to guarantee compliance with the government regulations; a method for measuring the extent to which quality objectives for (critical) elements are achieved; data with regard to verification and registration, and any other data used to demonstrate that the requirements to be set under the general terms and conditions are satisfied.

2. If the Supplier must deviate from the quality system and/or quality plan or detects deviations or shortcomings therein, it shall notify the Principal immediately. This notification shall be made in writing. Thereafter the Supplier shall inform the Principal within a particular number of working days what corrective measures will be taken, stating the consequences attached to these measures. This could mean that corrective measures need to be accepted by the Principal.
3. The Supplier shall carry out its activities strictly in accordance with the quality plan.
4. The Supplier shall not deviate under any circumstance from the materials specified in the order, and shall not be permitted to deviate from the order in any way without the Principal's prior written consent as referred to in the previous article. The approval of drawings, samples or other proposals by the Principal shall not mean the approval of deviations without such having been expressly confirmed. If the term "or equivalent" is used in the order, any equivalent material proposed by the Supplier shall require the Principal's prior written approval.

Article 11

Subcontracting/Transfer of obligations

1. The Supplier may only transfer an obligation under the agreement to a third party with the Principal's prior written consent. This consent may be subject to certain conditions.
2. Without prejudice to the consent as referred to above, the Supplier shall not be released from its obligations under the agreement and shall always remain fully responsible and liable towards the Principal for the correct performance of the order by a third party/subcontractor.
3. In the event of performance by third parties for which no consent was given by the Principal or in which the conditions set by the Principal are not fulfilled, the Principal shall be entitled to terminate the agreement with immediate effect, without prejudice to any of the rights accruing to the Principal.
4. Where the Supplier transfers (a part of) its obligations under the agreement to a third party, the Supplier shall be obliged to inform the Principal what security has been provided to guarantee payment of the VAT, wage tax and social security contributions which employers have to pay under the law.

Article 12

Ownership of documents, models, designs etc.

1. The appendices pertaining to the agreement, as well as the drawings, calculations and other documents, models and suchlike, computer files and other (electronic) information carriers, and all other items which the Principal made available to the Supplier, or which

the Supplier prepared or had prepared for the purpose of the order, shall remain or become the property of the Principal or the titleholder.

2. The Supplier shall make the items referred to in Paragraph 1 of this article available to the Principal by the time when the goods or services are delivered at the latest, failing which the Principal may suspend payment until it has received these items.

Article 13

Intellectual property rights

1. The intellectual property rights, including copyrights, rights as referred to in the Uniform Benelux Act on Drawings and Models and patent rights, which are attached to the items which the Supplier prepared or had prepared for the purpose of the order shall accrue to the Principal to the exclusion of anyone else.
2. Should the Principal so demand, the Supplier shall cooperate in the transfer of the aforementioned intellectual property rights to the Principal.
3. The Supplier shall not be entitled to any (extra) compensation for and in connection with the transfer of the rights referred to in Paragraph 1, in addition to the price which it receives for the order from the Principal.
4. The Principal shall be considered to be the maker or designer of the items referred to in Article 12.

Article 14

Contract variations

1. The Supplier shall only be able to charge the Principal for contract extras if and insofar as the Principal has explicitly provided a written order to the Supplier for performance of these contract extras. Contract extras shall be carried out based on the prices as they applied at the time when the agreement was concluded. The provisions of Article 6 of these conditions shall apply in full.
2. Unless the agreement expressly stipulates that quantities are non-offsettable, the quantities referred to in the agreement shall be indicated as accurately as possible, but the Supplier, after receiving a written order to that effect from the Principal, and without the Supplier being entitled to demand an adjustment of the unit price, must deliver the quantity required by the work, whether more or less.
3. Contract reductions shall result in a proportional reduction in the Principal's performance.

Article 15

Termination of the agreement

1. In the event that the Supplier fails to fulfil one or more of its obligations under the agreement, these purchase conditions or commitments ensuing from the agreement, or fails to do so properly or in time, either temporarily or permanently, and in the event of its insolvency or moratorium, as well as in the event of cessation, the withdrawal of any permits, the attachment of (a part of) the business assets or items used in the performance of the agreement, winding-up or takeover or any comparable situation of the Supplier's business, the Supplier shall be in default without further notice of default being required, and the Principal, in addition to the rights to which it is entitled by law, shall have the right to:
 - a. terminate the agreement unilaterally, either wholly or in part and without notice of default or judicial intervention being required, by means of a written notification to the Supplier, and/or
 - b. suspend payment obligations, and/or
 - c. entrust the performance of the agreement either wholly or in part to third parties, without the Principal being obliged to pay any compensation, without prejudice to any other rights accruing to the Principal, including the Principal's right to demand full compensation.
2. Without prejudice to any of its other rights, the Principal may terminate the agreement wholly or in part if any benefit has been or is offered or provided by the Supplier or one of its employees or representatives to a person pertaining to the Principal's business or to one of its employees or representatives.
3. All claims which the Principal may have or obtain against the Supplier in the cases referred to in this Article shall be immediately due and payable in full.
4. In the event that the provisions of Paragraphs 1, 2 and 3 of this article apply, the Supplier shall forfeit a fine, immediately due and payable, which cannot be reduced or offset by the Supplier, in the amount of 1% of the agreed price for each day that the default continues, without prejudice to the Principal's right to demand additional compensation as well as the aforementioned fine and without prejudice to the Principal's other rights.
5. If the agreement has been terminated pursuant to the provisions of Paragraphs 1 and 3, the Supplier shall refund the payments it already received to the Principal, increased by the statutory interest on the amount paid from the day on which it was paid. If the agreement has been terminated in part, the repayment obligation shall exist only insofar as the payments relate to the terminated part.
6. Obligations which by their nature are intended to remain in force after termination of the agreement shall continue to exist after the agreement has been terminated. These obligations shall include the provisions in respect of:
 - guarantees (Article 7);
 - secrecy (Article 16);
 - applicable law and dispute settlement (Article 22).

Article 16

Secrecy

1. The Supplier shall observe the strictest secrecy towards third parties in respect of all data and business information of the Principal's, the confidentiality of which it should reasonably understand, and in respect of all data marked confidential by the Principal which comes to its attention in the performance of agreements, and impose the same secrecy on its staff and any party which the Supplier involves in the performance of the agreement.
2. If the Supplier acts in violation of its obligations pursuant to the provisions of Paragraph 1 of this article, it shall forfeit to the Principal, without any notice of default being required, a fine immediately due and payable, which cannot be reduced or offset by the Supplier, of € 100,000 for each violation, without prejudice to the Principal's right to demand additional compensation as well as the aforementioned fine and without prejudice to the Principal's other rights.

Article 17

Force majeure

1. Insofar as a shortcoming in the fulfilment of the obligations cannot be attributed to the Supplier, it shall not be in default and shall not be obliged to pay compensation, provided it informs the Principal immediately of the shortcoming and cause thereof in writing, on submission of factual and relevant documentary evidence. A shortcoming in the fulfilment by the Supplier as the result of a third party failing to fulfil an obligation towards the Supplier shall be attributable to the Supplier.
2. Force majeure is in any event not understood to mean: riot, strike, staff shortage, sit-down strike, lock-out, lack of transport vehicles, traffic disruption, shortage of raw materials, disruption in energy supplies, machinery breakdown, operational failure, lightning strike, fire, explosion, leaks of hazardous substances or gases, liquidity and/or solvency problems, ICT malfunctions, measures by a national/international government such as import, export, production or transport bans.
3. While the force majeure continues, the Principal shall have the right to suspend its payment obligation. The Supplier shall do anything and use every means to keep the duration and damage of the force majeure to a minimum.
4. If the situation of force majeure continues for more than three months, the parties shall have the right to terminate the agreement immediately and out of court by registered letter, without being obliged to pay any compensation.

Artikel 18

No renunciation of rights

Any failure by the Principal to demand strict fulfilment by the Supplier of its obligations or to invoke the provisions of these purchase conditions, agreements and ensuing agreements and/or other statutory rights shall by no means entail a renunciation of rights.

Article 19

Quality

1. If any goods are found to contain imperfections with regard to the materials or the skilled manufacture (including items which are damaged as a result of inadequate packaging by or on behalf of the Supplier), or are found otherwise not to be in strict accordance with the agreement, the Principal shall be entitled to:
 - a. reject the items in question, in which case the Supplier shall replace these items immediately and free of charge by a correct consignment;
 - b. retain and use the rejected items, against a fair reduction in the purchase price which the Supplier is obliged to grant;
 - c. in urgent cases, have the rejected items repaired by the Principal or by third parties engaged by the latter at the Supplier's expense, such after having provided the Supplier with an indicative price estimate.

2. If an inspection, control and/or test before, during or after delivery results in the full or partial rejection of the items, the Principal shall notify the Supplier of this in writing. If the items are rejected during or after delivery, the title to and the risk attached to the rejected items shall pass to the Supplier from the date shown on the aforesaid notification. Storage costs and/or return shipping costs in respect of rejected items shall be borne by the Supplier.

Article 20

Invoicing and payment

1. Payment shall be effected on the basis of net invoice amounts 60 days after receipt and acceptance of the ordered items or goods, any appurtenances and any installation/ assembly, or 60 days after receipt of the invoice, whichever of the two options is later. Any interest charged by the Supplier shall not be owed.

2. Invoices must be addressed to the Principal's Accounts Department and contain the following information:
 - Principal's purchase number
 - Name of the person who placed the order
 - VAT number
 - Name and address details
 - Bank account number
 - Foreign Suppliers: IBAN number – SWIFT code – bank details
 - Chamber of Commerce number
 - Quantity supplied
 - Title or reference of the items supplied

- Agreed price as net invoice amount
- Separate statement of the VAT rate and amount
- Statement of gross invoice amount.

The Principal shall not have to pay in any event if the invoice does not meet the requirements set in this paragraph. In that case, the Principal shall notify the Supplier immediately of the reason for rejection of the invoice and ask for a correct invoice. The payment term shall commence after the Principal has received the corrected invoice as set out in Paragraph 1 of this article.

3. If the invoices are subject to a discount arrangement, the discount term shall commence at the moment of receipt and acceptance of the items ordered, or at the moment of receipt of the invoice, whichever of the two options is later. If invoices are returned for correction, the discount term shall commence on the date of receipt of the corrected invoice.
4. The Principal shall be entitled, before (advance) payment takes place, to demand in addition to or instead of the transfer of title that the Supplier should arrange at its own expense for an unconditional and irrevocable bank guarantee to be issued by a bank acceptable to the Principal in order to warrant the fulfilment of its obligations.
5. Payment by the Principal shall by no means entail a renunciation of rights.
6. The Principal shall have the right to reduce the invoice amount by amounts which the Supplier owes to the Principal.
7. If delivery of (a part of) the items takes place before the agreed delivery date, the Principal shall not be required, in derogation from the provisions of Paragraph 1 of this article – which otherwise applies in full – to pay the purchase price any earlier than 60 days after the agreed delivery date.
8. If delivery takes place in parts without this having been agreed, the Principal shall not be obliged to pay the agreed price until it has received the final partial delivery in good condition, without prejudice to the provisions of the other paragraphs of this article.
9. The terms referred to in this article, or other payment terms to be agreed between the parties, can never be regarded as final deadlines. If the Principal fails to pay in time, therefore, it must be given written notice of default. In the notice of default, the Supplier must grant the Principal a reasonable period within which to fulfil its payment obligation.

Article 21

Liability

1. The Supplier shall be liable for all damage to the Principal or third parties – under whatever name – which occurs as a result of or in relation to the conclusion of and/or performance of the agreement.
2. The Supplier indemnifies the Principal against all financial consequences of third-party

claims – of whatever nature, therefore including claims on account of contractors' and recipients' liability and consequential damage – related in any way to the conclusion or performance of the agreement.

3. The Supplier shall be liable for all harmful consequences if it found inaccuracies or ambiguities in the data provided to it, or should have detected these through proper interpretation, and neglected to send the Principal prior written notification of these inaccuracies or ambiguities.

Article 22

Applicable law and dispute settlement

1. All applications, quotations and agreements and ensuing commitments shall be governed exclusively by Dutch law.
2. All disputes arising from the aforementioned agreements shall be settled exclusively by the competent court in the District of 's-Hertogenbosch, without prejudice to the competence of other courts with regard to provisional or protective measures or measures to enforce judgment, unless the law contains mandatory provisions to the contrary.

Article 23

Transfer of rights and obligations, netting and suspension

1. Where this article refers to a group company, this shall be a group company within the meaning of Section 2:24b of the Dutch Civil Code.
2. The Principal shall be entitled at all times to transfer its legal relationship with the Supplier to a group company affiliated with the Principal, for which the Supplier already grants the Principal its consent in the event that this situation should arise.
3. The Supplier shall not be allowed to assign, pledge or otherwise transfer its claims arising from the agreement against the Principal, or a group company affiliated with the Principal, under any title, whether for consideration or not, or to place them at the disposal of another party without the Principal's prior written consent.
4. The Principal shall be entitled at all times to net claims against the Supplier, on whatever grounds and irrespective of whether they are due and payable or not, against claims, on whatever grounds and irrespective of whether they are due and payable or not, which the Supplier has against the Principal or against a group company affiliated with the Principal. The Supplier shall be discharged in relation to the Principal or, respectively, the group company concerned shall be discharged in relation to the Supplier for the common amount of the claims netted in this manner.
5. The Principal shall be entitled at all times to pay amounts which it owes to the Supplier, on whatever grounds and irrespective of whether they are due and payable, to a group

company affiliated with the Principal instead of to the Supplier as payment of its debt to the Supplier, if and insofar as the group company has any claim, due and payable or not, against the Supplier, by which payment the group company's claim against the Supplier shall cease to exist for the common amount of the claims.

6. The Principal shall be entitled at all times to suspend the fulfilment of any of its obligations towards the Supplier if it or one of its affiliated group companies has a claim, on whatever grounds and irrespective of whether or not it is due and payable, against the Supplier or against a group company affiliated with the Supplier.

These conditions have been drawn up in Dutch as well. In the event of any difference in contents, tenor or interpretation, the Dutch text shall be conclusive at all times.