

## GENERAL TERMS AND CONDITIONS BROEKHOF

### **1. Applicability**

- 1.1 These general terms and conditions apply to all legal relationships (including orders, agreements, and pre-contractual relationships) between Broekhof-Verpakkingen B.V. and/or its affiliated companies ("Broekhof") and a customer regarding the order and/or delivery of goods to a customer. Affiliated companies are in any case understood to mean all (current and future) subsidiaries and sister companies of Broekhof-Verpakkingen B.V.
- 1.2 Unless explicitly agreed otherwise and in writing, these terms and conditions are part of and will apply to all legal acts between Broekhof and the customer, regardless of whether or not the actions in question lead to (the conclusion of) an agreement.
- 1.3 Any conditions used by the customer are hereby expressly rejected. Even if Broekhof signs or accepts a document referring to the terms and conditions used by the customer, this does not count as an acceptance of such conditions. Only an explicit and specific written confirmation in which Broekhof waives the applicability of its own terms and conditions and the acceptance of other conditions shall be deemed to constitute acceptance of deviating conditions.
- 1.4 Customers with whom an agreement has been concluded to which the present terms and conditions have been declared applicable, automatically, and tacitly agree with the applicability of these terms and conditions to future actions with Broekhof.
- 1.5 Deviations or additions to these terms and conditions are only valid if they have been agreed in writing and signed on behalf of Broekhof.
- 1.6 When a change and/or addition as referred to in section 1.5 is agreed, then this change or addition only applies to the relevant agreement, unless explicitly stated otherwise.

### **2. Offers**

- 2.1 All offers are without obligation. If the offer mentions a period for acceptance or a period of validity, it does not mean that the offer is irrevocable. Broekhof can revoke an offer at any time, even if this has been accepted by the customer.
- 2.2 In the case an offer contains multiple order lines, Broekhof has no obligation to deliver part of the goods included in the offer at a proportional part of the price stated for the whole.
- 2.3 The Customer may not make any deviating or additional stipulations when responding to an offer. Such changes and deviations do not bind Broekhof and Broekhof is at that time entitled to carry out the assignment in accordance with its proposal.
- 2.4 Offers only concern the quantities and products stated in the offer and do not automatically apply to repeat orders.

- 2.5 Broekhof has the right to always deliver in parts. If the goods are delivered in parts, Broekhof is entitled to invoice each part separately.
- 2.6 Even in the case of a so-called (permanent) duration relationship, Broekhof is only bound by a delivery if the order in question has been agreed in accordance with the provisions of Article 2.4. Broekhof is entitled at any time to terminate an interim relationship (in the interim) with immediate effect by means of a simple written notification.

### **3. Prices**

- 3.1 Unless explicitly stated otherwise, quoted, or agreed prices are stated in Euro. If prices are stated in foreign currency and the equivalent is indicated in Euro, this countervalue will only be regarded as an approximate amount.
- 3.2 Unless expressly stated otherwise, the prices apply, i) excluding turnover tax, ii) on the basis of minimum quantities used by us, iii) delivery Ex Works, iv) and iv) excluding any other costs such as import and export duties as well as any other government levy, costs of transport, storage and transshipment, costs of insurance, disposal fee(s), environmental taxes or environmental surcharges that have been or are imposed by the government, and cost of quality controls.
- 3.3 If, after the date of an offer or confirmation of an order or during a period of price stability, one or more of the cost-determining factors, including exchange rates, raw material prices or salaries, change, Broekhof has the right to adjust the agreed price accordingly. This applies regardless of whether or not the increase was foreseeable at the time of the offer or confirmation.

### **4. Payment**

- 4.1 Payment must always be made within eight (8) days after the invoice date by bank transfer to Broekhof's bank account number.
- 4.2 The customer is not entitled to set off an obligation, whether or not due and payable, on his part against an obligation of Broekhof.
- 4.3 A complaint from the customer does not suspend his possible payment obligation towards Broekhof.
- 4.4 Broekhof is always entitled to request an advance on payment or to demand payment in advance. Broekhof may also require (additional) security at any time. Broekhof is entitled to suspend its obligations until the moment that the customer has fulfilled its obligations under this article.
- 4.5 By the mere expiry of a payment term, the customer is in default. In that case, Broekhof's claims against the customer are immediately due and payable and Broekhof may dissolve the agreement and any other agreements with the customer and/or suspend the execution thereof. Broekhof therefor reserves the right

to compensation in connection with the later or non-execution of the agreement(s).

- 4.6 The Customer owes, without further notice of default, the statutory interest for trade agreements (6:119a of the Dutch Civil Code) on all amounts that have not been paid no later than the last day of a payment term, but always at least 12% on an annual basis. The interest on the due amount will be calculated from the day that the customer is in default until the day of full payment.
- 4.7 In addition to the aforementioned amount of interest, the customer owes judicial and extrajudicial costs. The extrajudicial costs are at least 15% of the amount still due, with a minimum of € 250.

## 5. Retention of title

- 5.1 The ownership of the goods delivered by Broekhof to the customer shall only pass to the customer if the customer has paid any and all claims that Broekhof has under any agreement with the customer.
- 5.2 Broekhof is irrevocably authorised by the customer to take back the goods delivered under retention of title or have them taken back without any judicial intervention, summons or notice of default.
- 5.3 If and as long as the ownership of the goods has not yet been transferred to the customer, the customer will take proper care of the good and immediately inform Broekhof in writing when the goods are seized or if any part of the goods is otherwise claimed.

## 6. Delivery and transport

- 6.1 The delivery period starts on the date on which the agreement is concluded. If Broekhof needs data, permits or exemptions and materials or tools to be handled for the execution of the agreement that must be provided by the customer, the delivery period starts on the day that all goods are in Broekhof's possession, but no earlier than on the date on which the agreement is concluded.
- 6.2 The delivery periods or dates specified by Broekhof are always approximate and never count as a deadline. Exceeding the term or date therefore does not entitle the customer to dissolve the agreement. In the event of an overrun, the customer must therefore give Broekhof written notice of default and still grant Broekhof a reasonable period of time to still deliver. In the event of a delivery date, the provisions of section 6.1 must also be taken into account.
- 6.3 Delivery of the goods and goods takes place Ex Works (EXW) of Broekhof in accordance with the Incoterms 2020, except insofar as the parties have expressly agreed otherwise in writing. Factory is understood to mean: the warehouse of the Broekhof business premises or the business premises of the Broekhof manufacturer/supplier, to be determined at Broekhof's discretion.
- 6.4 If Broekhof nevertheless takes care of or has it carried out for the transport of the goods intended for the customer, this will be at the expense and risk of the

customer. In addition, the customer must take care of appropriate insurances. Broekhof does not take care of this and is at most responsible in accordance with the applicable legal provisions/treaties regarding transportation and with due observance of the provisions in these conditions regarding liability.

- 6.5 If the customer does not take delivery of the goods or documents issued for the goods at the agreed time, the customer will be in default without notice of default. In that case, Broekhof is entitled, among other things, to store the goods or have them stored at the expense and risk of the customer.

## 7. Storage

- 7.1 If it has been agreed that ordered items will be stored in a warehouse, storage will take place at the expense and risk of the customer from the moment they are paid for by the customer. The goods are then available on demand.
- 7.2 Broekhof is always and at any time entitled to invoice the relevant articles immediately and in full.
- 7.3 If delivery of goods in parts (on demand) has been agreed, the customer is obliged to purchase according to the agreed call-off and delivery schedule. If no written agreements have been made, the customer will have purchased the goods in full within 3 (three) months after the conclusion of the agreement.

## 8. Complaints

- 8.1 The customer must examine delivered goods (including packaging) as soon as possible. In particular, the customer must check whether 1) the correct goods have been delivered (both in terms of nature and number) and 2) the quality agreement with what has been agreed.
- 8.2 Under penalty of forfeiture, visible shortcomings or damages must be stated in writing (on the delivery document) immediately upon delivery. If no written remark (on the delivery document) has been made upon delivery, this will count as proof that the customer has received the delivered goods on delivery in any case visibly correct and in sound and undamaged condition.
- 8.3 Shortcomings that could not reasonably have been detected within the above period (this can be demonstrated by the customer), will have to be reported in writing by the customer immediately after discovery but no later than six months after delivery of the goods by Broekhof.
- 8.4 If complaints have not been communicated to Broekhof in writing by the customer in good time, all possible claims by the customer against Broekhof will lapse.
- 8.5 If the customer finds any defect, the customer is obliged to stop using the goods in question without delay. The customer will provide all cooperation desired by Broekhof for the investigation of the defect, including by giving Broekhof the opportunity to conduct an investigation on the spot.

- 8.6 If a complaint concerns part of the delivered goods, this will not be a reason for rejection of the entire delivery, unless maintenance of the remaining part cannot reasonably be required of the customer.
- 8.7 The customer shall return the rejected goods to Broekhof at the expense and risk of the customer (or have them returned) only after prior written approval by Broekhof under conditions and modalities to be determined by Broekhof. Until the moment of receipt by Broekhof, the goods are held at the risk of the customer.
- 8.8 In the event of a justified complaint, Broekhof is only obliged to replace the goods where the shortcoming occurs at its expense, or – at Broekhof's discretion – to credit the price for the relevant proportion of the goods.
- 8.9 The complaint period for invoices sent by Broekhof is 8 (eight) days. If the customer has not protested the invoice in writing within that period, the customer will be deemed to correctly represent the underlying transaction from the customer.
- 9. Returnables (Packaging / deposits)**
- 9.1 Broekhof is entitled to charge deposits /packaging (for example for so-called pallets) (separately) to the customer.
- 9.2 Broekhof is in principle not obliged to return packaging or packaging material of the delivered goods upon delivery. If Broekhof is obliged to do so, for example by the government, Broekhof is entitled to charge all related costs to the customer.
- 9.3 Packaging such as roll containers, crates, boxes, pallets, insofar as not intended for single use, remain the property of Broekhof or its supplier. The customer receives these items on loan and is deemed to have received these items in good condition and must therefore keep the packaging in good condition. This also applies if no deposit is charged for the packaging. The customer is obliged to return the packaging in his possession to Broekhof at its expense and risk at a location to be designated by Broekhof or have it returned.
- 9.4 Broekhof will credit the packaging charged after it or the same packaging has been returned undamaged to its warehouse. In the event of (minor) damage, Broekhof reserves the right to credit an amount other than the deposit charged. This applies without prejudice to Broekhof's other rights, including the right to full compensation.
- 10. Intellectual property**
- 10.1 The intellectual property of designs, drawings, sketches, lithographs, photographs, clichés, printing rollers, die-cutting knives, tools and the like produced by or on behalf of Broekhof shall at all times remain the property of Broekhof, even if protected works of the customer are incorporated therein (in the latter case Broekhof will not use goods containing the customer's work for other customers). The customer obtains a right of use free of charge, for the duration of the cooperation, but always a maximum of twelve months. The item and/or the intellectual property may never be reproduced or made public or made available to third parties without the express written permission of Broekhof. All the above also applies if a fee or contribution has been charged to the customer for the goods.
- 10.2 The customer indemnifies Broekhof against all consequences of any infringement or any right of its own or of third parties in connection with the above.
- 11. Tolerance**
- 11.1 The images and specifications provided or agreed upon in the context of issuing an offeror otherwise, such as sizes, dimensions, weight, colours, packaging units and technical data of the goods to be delivered, are only approximate indication. Deviations both upwards and downwards are permissible. If a minimum or maximum value has been agreed, then a double deviation upwards or downwards is in any case permitted.
- 11.2 The following deviations in quantity are also permitted in any case:
- For sleeves: under delivery up to 10,000 items or over delivery up to 20,000 items.
  - For cardboard: over- or under delivery of 15%.
  - For paper and foil other than mentioned under a. or b., over 0 or under delivery of 20% with a maximum of 200 kilograms.
  - For all other products: over- or under delivery of 15%.
- In the event of a deviation, Broekhof basis the deviation on the ordered quantity. Invoicing always takes place on the basis of the quantity delivered.
- 11.3 The following deviations in quality are also permitted in any case:
- Buckets**
    - Tensioning the top diameter where the diameter is reduced from 100% to 70%.
    - Up to 3 rooms in the collar not fully sprayed.
    - For black buckets made of black recycled material: a shade of anthracite grey to black in both matte and gloss.
  - Weight and thickness. A tolerance of eight percent.
  - Gross/net size of **covers**. Covers are traditionally referred to as a gross size. Unless explicitly stated otherwise by Broekhof, a gross size is offered. To determine the net size, a fictitious block size of five centimetres must be subtracted from the height. The block only serves to hold the covers together and the actual size is therefore kept to a minimum by Broekhof unless otherwise agreed in writing. Dimensions of covers are given in the order (gross) height x net width top (measured at widest point) x net width underside (measured at the location of the perforation). Unless otherwise agreed in writing, the "tail" of the cover is not included in the

dimensions. By default, however, the "tail" is not removed.

- d. **Cardboard/paper.** Dimensions of boxes concern the outer dimensions. The following deviations in format are in any case permissible:
- paper on rolls: 1% with a minimum of 3 mm. Paper on sheets: 1% with a minimum of 5 mm. In both cases both in length and width).
  - Cellophane or plastic film on rolls, 2mm.
  - Bags made of cellophane or plastic film in dismembered width/length up to 200mm, 2mm. Top 200mm, 4mm.
  - Paper bags in dismembered width, max 3mm, in pocket length max. 5mm.
  - Corrugated cardboard boxes: deviation of + or - 5mm.
  - The permissible deviation from the agreed roll diameter is 3cm. A limited number of so-called residual rolls may have a smaller diameter.
- e. **Colour.** Minor deviations in colour do not entitle the customer to file a complaint or other actions or remedies. As an example of a slight deviation, a PMS colour is used in which the printed colour deviates by a maximum of one unit.

## 12. Rescission

- 12.1 The customer can only rescind an agreement or order if there is a substantial non-compliance with a material obligation regarding the relevant agreement or order. In the event of a rescission, Broekhof has no obligation to undo what has already been performed. Any pre-paid fees will be refunded by Broekhof if and insofar as there is no consideration on behalf of Broekhof.
- 12.2 In the event of an (imminent) shortcoming on the part of Broekhof, Broekhof is entitled to terminate the relevant agreement or order by means of a simple notification with immediate effect. This preserves Broekhof's other rights in this respect, including the right to compensation or reimbursement of costs already incurred.

## 13. Force Majeure

- 13.1 A party is not liable and is not obliged to comply, including with regards to warranty obligations, in the event of circumstances that are, directly or indirectly, beyond its control (force majeure), including, but not limited to; strikes, work stoppages, accidents, epidemic/pandemic, government actions or interventions, natural phenomena or influences (floods, etc.), transport problems (both during the supply to Broekhof and during delivery to the customer), production problems, shortage or absence of raw materials or other matters, acts of war or terrorism,

civil or military disturbances, computer or network failures/problems, and all other circumstances due to which Broekhof does not, not timely or not properly, receives a performance that is important in connection with the performance to be delivered by it.

- 13.2 If a force majeure situation lasts longer than sixty days, each party has the right to dissolve the agreement in writing, subject to compensation for the costs incurred and to be incurred by Broekhof in connection with the order/delivery in question. In that case, what has already been performed on the basis of the agreement will be settled proportionately, without the parties owing each other anything.

## 14. Liability

- 14.1 Broekhof's liability is in all cases (including indemnities) and regardless of the ground on which it is based, limited to direct damage.
- 14.2 The liability is further limited to the amount paid by the customer (ex VAT) for the relevant order/delivery.
- 14.3 Broekhof's liability is in all cases limited to a maximum amount of € 250,000 (in words: two hundred and fifty thousand euros).
- 14.4 14.4 Broekhof's liability for indirect damage, consequential damage, such as loss of profit, missed savings, reduced goodwill, loss of data, loss of use of goods or equipment, damage to packaged goods, work stoppage, (additional) costs of or related to replacement goods or equipment, facilities or services and loss as a result of business interruption or delays, is excluded.
- 14.5 The legal claim for damages, or for repair under these terms and conditions, expires one year after the customer has protested in this regard.

## 15. Final provisions

- 15.1 If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall be construed as if the invalid or unenforceable provision were not included; the invalid or unenforceable provision shall be deemed to have been replaced by a valid and enforceable provision that is as close as possible to the Intention of the Parties with the relevant provision.
- 15.2 These General Terms and Conditions, as well as all orders and agreements and all disputes that may arise from them, are exclusively governed by Dutch law.
- 15.3 Applicability of the Vienna Sales Convention 1980 (CISG) is hereby expressly excluded.
- 15.4 Insofar as not prohibited by mandatory national or international rules of law, all disputes between the parties will in the first instance be submitted exclusively to the competent court in Rotterdam.