

GENERAL CONDITIONS OF SALE AND DELIVERY

1. INTRODUCTION

- 1.1 These conditions apply to all quotations, tenders, agreements, deliveries and services of or by BIB production & packaging B.V., hereinafter referred to as BiB. Deviations from or additions to these conditions may only be made in so far as explicitly confirmed in separate written form by BiB. Conditions from the client are excluded unless these conditions have been expressly accepted in writing by BiB. BiB is entitled to deviate from these conditions to the advantage of the client - which within the terms of these conditions shall also mean buyer, customer or other party in the widest sense - without this having consequences for the application in general or in other specific cases. BiB expressly reserves all rights in this regard.
- 1.2 A client who has previously entered into agreements with BiB on these conditions shall also be deemed to have tacitly endorsed the applicability of these conditions to any order he has subsequently placed, either verbally, by telephone, telegraph or otherwise, irrespective of whether such order has been confirmed in writing, without prejudice to the provisions of the Civil Code.

2. TENDERS

All tenders and quotations are non-binding unless they contain an acceptance term. If a tender or quotation is non-binding, BiB is entitled to revoke the order within two working days of receipt of the acceptance. Verbal agreements shall only be binding on BiB after written confirmation is sent by BiB. BiB may refuse an order without stating reasons.

All tenders and quotations are subject to price increases and any other changes in circumstances that could affect the conditions of the agreements to be made. In all such cases BiB is entitled to raise the already prices in line with the changed circumstances. All prices, quotations and tenders are "ex Roermond" and exclusive of VAT, unless agreed otherwise in writing.

3. DELIVERY

All terms for delivery and execution given by BiB are estimates and can therefore not be regarded as hard deadlines unless expressly agreed otherwise in writing. In the case of late delivery or execution BiB must consequently be served written notice of default. If, after expiry of the time specified in the written notice of default, BiB continues to default, the client may cancel the agreement. Non-observances of time by BiB shall on no account entitle the client to any compensation

4. FORCE MAJEURE

The delivery and execution terms referred to in article 3 shall be extended by the period during which BiB is prevented through force majeure from fulfilling its obligations under the agreement made by the parties. Force majeure on the part of BiB shall apply if, after having entered into the agreement with the client, BiB is prevented from fulfilling its obligations under the said agreement or from making the necessary preparations as a result of, for instance, a strike, lock-out, frost, damage by fire or water, theft, loss of property or destruction of or damage to equipment or business data, defects to machines, absence of supplies including those of materials to be processed or used and those of gas, water and electricity, obstacles with regard to transport, and any other circumstances which are beyond the control or risk area of BiB and which hamper BiB in the fulfilment of its obligation to deliver or execute the work.

If, however, execution of the work is delayed by more than 6 months as a result of force majeure, both BiB and the client may consider the agreement terminated. In that case BiB shall be entitled to compensation only for the costs it has incurred. Dissolution may only take place following prior written notice with acknowledgement of receipt. The mentioned cases will release BiB from any liability vis-à-vis the client and/or third parties.

5. GUARANTEE

Where possible and in so far as indicated, BiB shall carry out the agreed work or deliver the agreed products subject to the agreed guarantee conditions and legal requirements. However, BiB shall not independently take on guarantee obligations for goods produced by third parties, but shall in such cases assist the client in accordance with the provisions of article VI.

6. COMPLAINTS

Within eight days of receipt of a delivery or of products being placed at the client's disposal, the client must give BiB a precise and detailed - written - account of any objections to the performance executed or the goods delivered or furnished by BiB, on penalty of forfeiting the right to file any subsequent claims that the delivered product did not comply with the agreement. If the client's objections are considered justified by BiB, BiB may - if it so chooses - redeliver or make the necessary improvements or apply a reasonable discount. In this case the client shall not have the right to dissolve or cancel the agreement or to claim damages. If BiB does not acknowledge that the client's objectives are justified, the client is free to take the necessary legal action, subject to the provisions laid down in these conditions.

If the client has objections regarding products supplied or manufactured by third parties under guarantee, BiB shall merely act as mediator between the parties involved, contrary to the above provisions of article VI. BiB shall never be bound by the guarantee provisions of third parties. In so far as specification or instructions for use are given with regard to work performed or products delivered, the client undertakes to follow these strictly, on penalty of forfeiting the right to file a complaint or to hold the other party liable.

7. LIABILITY

In the case of non-fulfilment of the obligations resting on BiB, BiB shall only be liable for damages if the default can be attributed to BiB. In that case BiB shall be liable only for such damages as result directly and immediately from the default attributable to BiB. Any liability on the part of BiB for consequential loss or trading loss is expressly excluded. BiB then has the option of compensating for the damage suffered by the client or, if the delivered goods prove defective, to redeliver them at its own expense. Any further liability on account of default or defects is expressly excluded by BiB. With regard to advice provided by or on behalf of BiB, it is expressly stipulated that such advice is provided free of obligations. BiB shall not accept liability for any damage whatsoever, either personal or material, resulting from advice that is apparently or allegedly inaccurate. The client indemnifies BiB against claims by third parties for damages as referred to in this article.

8. TRANSFER OF RISK

The risk of the furnished/delivered products is transferred to the client at the moment of delivery, irrespective of any agreements between BiB and the client concerning costs of transport and insurance.

If for any reason whatsoever the client is incapable of receiving the goods at the agreed time and the said goods are ready for dispatch, the client shall be liable for any costs and damage caused to BiB as result of this state of affairs. In that case, contrary to the provision of the first paragraph of this article, the products shall be for account and risk of the client from the moment they are ready for dispatch.

If the client places products at the disposal of BiB for further treatment, processing, filling, packaging or otherwise, the said products, shall remain wholly for account and risk of the client, unless damage to or destruction of the said products is attributable to a default on the part of BiB.

9. PAYMENT

All payments must be made without any discount or compensation within 30 days of the invoice date, unless separate agreements or specifications thereto have been made. If the agreed or specified term of payment is exceeded, the client shall be legally in default.

Payments made by the client shall always be used, firstly, to settle any interest and costs owing, and secondly, to settle such invoice(s) as have been outstanding the longest, even if the other party states that the payment relates to a later invoice.

The place of payment shall be the office of BiB at Roermond or an account designated by BiB. In the event of a claim by BiB, the client shall not have recourse to offset, unless the client's claim vis-à-vis BiB is recognized by the latter.

In the case any offset shall always be designated, firstly, to settle any interest and costs owing, and secondly, to settle such invoice(s) as have been outstanding the longest, even if the other party states that the offset relates to a later invoice.

However, all receivables by BiB shall be due immediately if an application is lodged for the client's bankruptcy or if the client applies for a moratorium, goes into liquidation or dies and furthermore under any circumstances which may jeopardize BiB's recovery of a receivable.

In the aforementioned case BiB shall also be entitled to defer any deliveries or activities, to recoup or remove any supplied equipment without legal intervention until or unless security is provided within the meaning of article XI

10. NON-COMPLAINE WITH TERM OF PAYMENT.

If the term of payment referred to in article 9 is exceeded, the client shall owe BiB interest, of 1% per calendar month, in which case a part of a calendar month shall rank as a full month.

In addition, the client must in that case pay BiB any collection charges, including the declared expenses of lawyers and bailiffs employed by BiB and other collection charges in the widest sense of the term. The amount of additional legal collection charges owed to BiB by client shall be in accordance with the rates applied by the Nederlandse Orde van Advocaten (Dutch Law Society).

11. SECURITY

Before effecting delivery or execution or continuation of the order, BiB may demand that the client provides security for the fulfilment of its obligations to the satisfaction of BiB.

If the client fails to do so, BiB may defer delivery or execution or continuation thereof or cancel all or part of the agreement, in which case the client must fully compensate for all the resulting damage suffered by BiB. The compensation mentioned in case of full or partial cancellation of the agreement is hereby established in advance as a fine of 20% of the invoice sum pertaining to the cancellation, which fine shall be due immediately, without prejudice to the right of BiB to claim further damages and compensation for costs of recovery.

12. LIEN AND RESERVATION OF TITLE

All the products sold shall remain the property of BiB until the client has fully met all his obligations vis-à-vis BiB on any account whatsoever. The client may not transfer the title to the said products to third parties nor attach a non-possessory lien to the said products before the title has been transferred from BiB to the client.

In addition to the above, BiB expressly reserves a lien on all the goods of the client for which BiB acts as holder until the client has fully met all his obligations vis-à-vis BiB on any account whatsoever or has provided another form of security to the satisfaction of BiB with regard to the client's obligations vis-à-vis BiB.

13. INDUSTRIAL / INTELLECTUAL PROPERTY

If no arrangement has been made regarding the acquisition of rights of industrial and intellectual property with respect to results resulting from the execution of an order, BiB expressly reserves the right to patent as well as all other rights of industrial and intellectual property.

14. REPRESENTATION

If the client is acting on behalf of one or more other parties, he shall be liable vis-à-vis BiB as if he himself were the client, irrespective of the liability of such other parties.

15. DISSOLUTION

Should the client fail to meet any of the obligations connected with the agreement made by the parties, or fail to meet such obligations satisfactorily or on time, or in the case of bankruptcy, moratorium, shut-down or liquidation of the client's business, BiB may dissolve the agreement by ordinary notification and without legal intervention.

Dissolution shall not affect the other rights of BiB, especially the right of BiB to claim compensation from the client for damage suffered by BiB as a result of premature termination of the agreement.

16. COMPETENCE

Disputes connected with this agreement or with further agreement regarding the execution thereof shall be decided exclusively by the competent judge in the place of domicile of BiB or by another competent judge as designated by BiB.

17. CONVERSION

Should any provisions of these conditions prove void or voidable, this shall not affect the validity of the other provisions.

18. APPLICABLE LAW.

Any agreements made under these conditions are governed by Dutch Law, with the exclusion of in so far as permitted - provisions included in other laws and treaties.

19. TRANSLATION

These conditions, drawn up in the Dutch language, have been translated into English. In case of inconsistency or disputes regarding the interpretation of the Dutch text in relation to English translation, the provisions laid down in the Dutch language shall prevail.