

BEEKENKAMP VERPAKKINGEN B.V.

GENERAL TERMS OF SUPPLY

of the private limited liability company Beekenkamp Verpakkingen B.V., which has its registered office and its principal place of business in Maasdijk, municipality of Westland, registered in the commercial register of the Chamber of Commerce and Industry in The Hague under number 27221212.

I APPLICABILITY OF THE GENERAL TERMS

Article 1:

These General Terms of Supply of Beekenkamp Verpakkingen B.V. (hereinafter also referred to as: "these terms") shall be applicable, to the exclusion of (any) other general terms, to all quotations and to all agreements relating to the performance of work, activities and/or deliveries entered into by Beekenkamp Verpakkingen B.V. (hereinafter also referred to as: "we"). The use and/or applicability of other general terms is expressly rejected.

If these terms are amended by us in the intervening period, the amended version shall form part of every agreement concluded between us and the client from the time of entry into force of the amendment.

If there are any inconsistencies, the terms and/or provisions of the agreement shall take precedence over the provisions of these terms.

If any provision of these terms is null and void or is cancelled, the other provisions of these terms shall remain in force in full, and we and the client shall consult in order to agree on new provisions to replace the null and void and/or cancelled provisions, taking into account as far as possible the object and intent of the null and void and/or cancelled provision.

II QUOTATIONS

Article 2:

Quotations, regardless of form, are without obligation, until the assignment resulting from them has become binding in the way described in Article 7.

Article 3:

We are not liable for damage/loss or costs resulting from inaccuracies in the recommendations and data provided by us regarding products to be supplied, except in the case of gross negligence and intent.

Article 4:

All drawings, sketches, diagrams, samples, models, etc. custom-made by us in connection with the assignments are and shall remain our property, even after the agreement has been carried out in full. The drawings etc. may not be duplicated in full or in part or shown or handed over to third parties, for any purpose whatsoever, without our written consent. The client shall be liable to us for loss/damage resulting from the fact that third parties have been shown or given drawings etc. The drawings, sketches, diagrams, samples, models, etc. must be given to us immediately on request.

Article 5:

We are not liable for inaccuracies in data, drawings etc. or recommendations supplied to us by or on behalf of the client for use in the performance of the agreement. We are not obliged to check the data or documents received from the client or, via it, from third parties, and we rely on their accuracy. With regard to the above, the client shall indemnify us for claims by third parties arising from the said inaccuracies.

Article 6:

All prices are applicable for delivery ex warehouse or ex factory, including packaging and excluding VAT, unless otherwise agreed. From leaving the warehouse or factory, the goods shall be at the expense and risk of our client, which must take out insurance for that risk.

We are free to choose appropriate packaging and means of dispatch. The packaging of our products which is intended for re-use shall remain our property. The customer will keep this packaging at our disposal and will return it to us (free of charge) as soon as requested. The customer shall be liable for our damage/loss. If costs payable in connection with the agreement, such as freight charges, import and export duties, terminal charges, storage costs, costs of watchmen, inward and outward customs clearance charges, taxes or other levies, are introduced or increased after conclusion of the agreement, these shall be borne by the client, and likewise the results of changes in exchange rates, unless expressly agreed otherwise. As regards goods which we have to deliver at a later date or on call, and goods which, when the order is received, we do not have in stock or for which we only have some in stock, and for which we are quoting delivery as soon as possible, we reserve the right, without further notice, to charge the prices and costs applicable at the time of delivery, irrespective of prior confirmation.

III ORDER/ASSIGNMENT AND OTHER AGREEMENTS

Article 7:

An order/assignment shall only be binding for us if we have accepted it unconditionally in writing. The preceding sentence is also applicable to further agreements and to amendments to existing agreements.

Article 8:

If, after an order has been accepted, circumstances arise which affect the cost price, such as changes in raw materials prices, wages, exchange rates, import duties, etc., we reserve the right to pass on such price changes to our client. The client shall be informed of this.

Article 9:

If, after an order has been accepted, our client makes changes to which we cannot agree, or the order is cancelled entirely or partially, all costs already incurred and

also the amount of our lost profit and losses for idle capacity shall be borne by our client. Our accounting records shall provide the guide for determining the extent of the aforementioned items.

In the case of cancellation by the client, the latter shall be liable to reimburse all costs already incurred by us, as well as our lost profit and losses for idle capacity. Cancellation is only possible following written consent from us.

If there is a reasonable assumption that this is the result of the client's financial position, we shall have the right to ask the client for security for payment of the agreed sum ultimately payable.

We shall have the right to suspend performance of the work until the stated security has been received.

If the security has not been provided within 3 weeks of the request, the client shall be in default, without any need for notification of default, and the agreement may be cancelled by us without judicial intervention. The client shall be liable for all costs, damage and loss of profit resulting from the agreement and premature termination.

Article 10:

We are free to involve third parties for performance of an order.

IV PROVISIONS CONCERNING THE PRODUCT

Article 11:

We shall be deemed to have complied with our obligations with respect to the quantity of product to be delivered when we supply 10% more or less than the ordered quantity.

Article 12:

Components to be made available to us by the client or on its behalf, which have to be fitted or processed on, in or to the product to be manufactured by us, must be supplied to us in the necessary quantity with an additional 10% to our factory free of any charges in good time.

The client shall be liable for the components or other goods made available to us in this way and for their suitability. Without any inspection, we shall assume that these components etc. are simply to be fitted or processed in, on or to the ordered product to be manufactured, except where otherwise agreed in writing. If the said components are delivered too late, or cannot be processed by us, resulting in a production stoppage, the client shall be liable for all damage/loss suffered by us as a result of that stoppage.

Article 13:

We shall start production of the product to be manufactured only when the test series supplied by us has been approved by the client and it has reported this to us in writing, or we have confirmed that approval in writing.

V GUARANTEE

Article 14:

With due regard for the other provisions set out in these terms, we guarantee both the reliability of the products supplied by us and the quality of the materials used and/or built for that purpose in the manner that, in the case of specified products, the reliability is defined by the specification.

Faults in moulds and products produced using them, for which the client proves that they occurred within four months, calculated from the day of dispatch, exclusively or predominantly as a direct consequence of an inaccuracy in the structure designed by us or as a result of defective workmanship or use of poor material, will be repaired by us.

We are not obliged to compensate for any direct or indirect damage/loss suffered by the client or a third party. With regard to the use of moulds made by us in our business, a guarantee period of two years applies, or the expressly agreed number of plastic products to be produced is applicable.

The aforementioned guarantee provided by us does not apply:

- A. to faults resulting from defective materials and/or components which have been made available or prescribed by the client;
- B. to faults resulting from improper use or omissions by/on the part of the client or its staff;
- C. to faults attributable to normal wear-and-tear, incorrect handling, exceptional loads or use of unsuitable equipment and corrosive chemicals;
- D. in the case of changes to moulds, carried out by third parties not covered by our assignment.

VI MOULDS

Article 15:

If we have to be responsible for manufacture of a mould, form, auxiliary tool etc., we shall only start on manufacture after our client has paid us the agreed remuneration in manufacturing costs for that. In addition, we shall only start on changes, improvements or repairs to moulds etc. after the costs due for them (if necessary, estimated) have been paid.

Where a price has not been expressly agreed for the work, the client shall pay us an advance on the costs, to be fixed by us, as soon as it is requested.

Article 16:

Moulds etc. manufactured by us or manufactured completely or partly in accordance with our instructions, for which our client has paid the agreed costs, shall become the property of the client at the time when they are brought into use by us for manufacture of the product, if and in so far as this has been agreed beforehand and in writing.

However, these moulds etc. shall be retained by us if they are not used for production, and do not need to be returned to the client – at its written request – before expiry of two years after delivery and/or payment of its last order to us for products made with those moulds. The client shall be obliged to collect the moulds etc. from us within three years of delivery of the last order. If this does not

happen on time, we shall set a time limit in writing, within which the property may still be collected. If the client does not respond in time, the moulds etc. may be destroyed by us, without any obligation on our part to pay the client any compensation as a result. The client shall be required to pay the costs which we incur as a result of their destruction.

Article 17:

In cases where our client supplies the mould etc., these shall be returned at its request (at the client's expense), but not until all our claims, for any reason whatsoever, have been paid.

Article 18:

We are not liable for loss of or damage to moulds etc., except in the case of gross negligence or intent on our part. We are not liable for gross negligence or intent by subordinates or subcontractors. If we are liable, the moulds etc. shall be repaired or replaced, at our discretion.

We are not subject to any further obligation or payment of compensation, nor are we obliged to insure moulds etc. in our possession against damage due to any reason whatsoever.

Article 19:

In so far as we have stated in the quotation or order confirmation the number of strikes or products for which a mould etc. will generally be usable, the mould etc. shall be deemed unsuitable for further production after that number of pieces or, respectively, after production of that number of pieces. If the offer or order confirmation did not include such a statement, we shall inform the client as soon as it is apparent that a mould etc. is no longer suitable for economically viable production. In that case, it shall also be notified of the costs of repair or replacement of the mould.

The assessment of economically viable production must also take into account technological progress and adaptation of the firm to that, both with regard to volume and to labour intensity.

For as long as a mould etc. is still suitable for production on the basis of the criteria set out above and is in our care, if there are regular repeat orders for the products to be manufactured with it, we shall bear the maintenance costs for the period of two years after the first use.

Moulds etc. which are no longer suitable for production according to the criteria set out above, no longer need to be returned by us and may be destroyed by us without any liability on our part to pay the client compensation as a result.

VII SUPPLY

Article 20:

Delivery times are only approximate and are not strict deadlines. We are not liable for the consequences of exceeding of the stated delivery time. If the delivery time is exceeded for any reason whatsoever, this will not give the client a right to compensation, or not to fulfil any of its obligations in this respect.

Cancellation by the client is possible subject to the terms applicable to annulment, as laid down in these terms.

We shall have the right to deliver an order in its entirety or successively in parts. In the latter case, we shall have the right to invoice the client separately for each partial delivery and to require payment for it.

If and for as long as the client fails to pay for a partial consignment and/or the client fails to fulfil other obligations resulting from the agreement in question or an earlier agreement or agreements, we are not obliged to deliver a subsequent partial consignment, and we shall have the right to cancel the agreement(s) extra-judicially in so far as it/they has/have not yet been performed, without judicial intervention and without any notice of default to the client, while retaining our right to compensation and without any right for the client to claim compensation or otherwise.

VIII RETENTION OF TITLE AND RISK

Article 21:

We shall remain owner of the property supplied by us to the client, even after delivery, wherever such property might be located. The client shall be regarded as keeping the goods for us, as long as it has not fulfilled its payment obligations to us in full, under any agreement whatsoever.

The client shall have the right to sell on or process the products sold by us, provided that this is done in the context of the normal operations of its business. As long as full payment has not been made, the property may not be used in any way as security for debts to third parties. In the event of non-payment of any outstanding amount, or if the client fails to comply with any obligation under any agreement with us relating to the performance of work for or sale of goods to us, and also in the event of an application for suspension of payment, bankruptcy or liquidation of the client, we shall have the right to annul the agreement(s) concluded with the client, with immediate effect, without the need for judicial intervention, by means of registered letter to that effect sent to the client (including extra-judicial cancellation).

The client shall then declare in advance that it consents to the aforementioned annulment, in which case the client shall grant us access to its premises and buildings, and we shall be entitled to take back the delivered goods which have not been paid for, without prejudice to our right to compensation for loss/damage, costs, interest and lost profit, which may have arisen as a result. In the aforementioned cases, every claim which we have against the client shall be payable immediately in full. The client shall be obliged to inform us immediately of the fact that third parties assert rights to goods which are subject to our retention of title pursuant to this article.

IX FORCE MAJEURE

Article 22:

We reserve the right to annul all or part of a concluded agreement permanently or temporarily, or to implement it later or extend it, if we are unable to fulfil it as a result of force majeure within the meaning of the Civil Code, Book 6 Article 75, without being obliged to pay any compensation for this.

Force majeure also means circumstances beyond the control of our suppliers, failure of suppliers imposed on us by the client to comply properly with obligations, and also shortage of items, materials, software from third parties, use of which is required by the client.

If, as a result of force majeure, the delivery time might be extended by more than three months, we shall be entitled to annul the agreement in full or in part for the part not yet fulfilled, without any obligation to pay compensation.

If the agreement has been carried out in part, the client will be under an obligation to pay the costs incurred by us and/or a proportional part of the total price, naturally on submission of the costs incurred as a result of us, and a proportional part of the total price, naturally against delivery of the items manufactured by us.

We are not liable for direct or indirect loss/damage, of whatever nature, for the client or for third parties for suspension or annulment as a result of the aforementioned force majeure.

X INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Article 23:

Where we manufacture articles in accordance with drawings, samples, models or other instructions in the broadest sense of the word, from our client or, through it, from third parties, our client shall ensure that the manufacture and/or supply of those articles does not infringe any patent or user's rights, trade models or any other third-party right, and our client shall indemnify us against all claims arising from it.

If, on the basis of any asserted right as referred to above, a third party objects to the manufacture and/or supply, we shall automatically and solely on those grounds be entitled to halt immediately manufacture and/or delivery of goods intended for our client and require reimbursement by our client of costs incurred, without prejudice to our claims for any additional compensation, and without any obligation on us to pay compensation to the client.

All intellectual and industrial property rights in documents, drawings, samples, analyses, designs, models, products, moulds or other items developed or produced by us shall be reserved for us, even after delivery to the client.

The client is not permitted to remove or change any indication relating to the confidential nature or relevant copyright, marks, trade names or other intellectual or industrial property rights from the aforementioned items.

The client shall be liable for damage/loss caused by infringement of our intellectual property rights, committed by means of the items supplied to it by us. The client shall be obliged to inform us direct as soon as it becomes aware of any infringement of our rights.

If the client infringes one of the aforementioned provisions of this article, the client shall owe us, without judicial intervention, a penalty of € 100,000 per infringement, payable immediately, and a penalty of € 500 per day, or part thereof, for which the infringement continues.

XI COMPLAINTS AND LIABILITY

Article 24:

The client shall be responsible for checking the quantity of the products supplied. All complaints regarding products supplied by us must reach us within 24 hours of delivery, failing which the quantity stated on the consignment note, delivery note or similar document shall be deemed to have been accepted as correct by the client. Immediately after delivery of the products, or at least before the products enter the production process, the client must check whether there are any material and/or manufacturing faults in the products delivered. We shall not be in any way liable for damage resulting from the fact that products with material or manufacturing faults have been included in the production by the client or its customer.

All claims regarding possible incorrect fulfilment of the orders, or regarding the quality of the products supplied, must be made by registered letter within eight days of delivery of the products in question.

In the case of defects in the products referred to in this agreement, the client must inform us of these by registered letter within 48 hours of when it thought it found a defect.

Where the aforementioned time limits have expired, the client shall be deemed to have accepted the delivered goods in full. Consequently, claims outside the aforementioned time limits no longer have to be dealt with by us.

If a claim has been made on time and after it has been proven that there are material or manufacturing defects in the products, we shall either provide a repair free of charge or repeat all or part of the delivery for free, at our discretion. We are not bound by any further obligations, in particular not with respect to payment of compensation for direct or indirect damage.

We are not liable for any costs, damage/loss and interest which might be incurred by the client or by third parties as a direct or indirect result of acts or negligence by persons employed by us or of faults in the goods supplied by us to the client. In the case of a fault attributable to us or an unlawful act by us, we shall not be liable for any loss/damage which might result for the client, except in the case of gross negligence and intent.

Any liability on our part shall be limited to damage which was foreseeable as a possible consequence of the action requiring compensation, with the maximum being the amount that is paid out in the relevant case under our liability

insurance, plus the amount of the excess that is not covered by the insurer under the policy terms. If, for any reason whatsoever, payment cannot be made under the aforementioned insurance, any liability shall be limited to the net invoice amount billed by us for the goods or products supplied and/or the work and/or services provided.

Without prejudice to the provisions otherwise laid down in these terms, our liability for goods and/or services which we have obtained from third parties shall never extend beyond the liability of such third parties towards to us and to offer redress.

We are never liable for indirect loss/damage, including but not limited to consequential damage, non-pecuniary loss, personal injury, lost profit and turnover, actual working hours, lost savings, loss of data, damage caused by interruption of operations and third-party damage.

We shall only be obliged to deliver in accordance with specifications agreed at the time the orders were placed. Consequently, we do not accept any liability for the suitability of the products supplied for the client's intended purposes or for any other purposes which differ from the specifications.

Claims will not be dealt with if the client has in any way failed to fulfil its obligations towards us which have arisen up to that point under any agreement. The client shall indemnify us and persons/assistants engaged by us against all claims for compensation for any loss/damage by third parties resulting from this agreement.

Unless otherwise agreed, the client shall only be entitled to return products to us after written consent from us and if products other than those ordered by it and/or damaged products have been supplied or made available to the client.

XII PAYMENT

Article 25:

Payment by the client must be made within 30 days of the invoice date. If this deadline is exceeded, the client shall be automatically in default, simply as a result of expiry of that payment date, without any requirement for a notice of default to be served. In that case performance of all assignments accepted for the client shall be suspended until full payment has been made, or until a date to be set by us. If this date is exceeded, we shall then have the right not to perform the order in question and to claim damages. From the time by which payment must be made, the client shall be obliged to pay interest of 1.5% of the invoice amount for each month or part thereof by which the due date is exceeded.

Payments must be made either in cash at our offices, or by bank or giro transfer. Without any notice of default, the client shall be in default simply as a result of expiry of the payment date, and also in the case of (an application for) bankruptcy or suspension of payments, the imposition of forced administration or receivership and liquidation.

All costs connected with the late payment, including the judicial and extra-judicial costs of collecting our claim, shall borne by the client who is in default. The extra-judicial costs will come to 20% above the amount owed. We shall have the right to specify the debts to which payments shall be allocated; in any case, however, payments will first of all be deemed to be deducted from the interest and the costs incurred by us. We shall have the right at any time to ask for further security from the client regarding the payment. If the request for security to be provided is not met within 10 days, the client shall be in default without further notice and the order shall be deemed to have been terminated. The client shall be liable for all our costs and loss/damage resulting from the order and premature termination. We shall be entitled to require the client to sign a deed of assignment transferring its claim(s) against its customer, in respect of which the client will give us an undertaking, if requested by us, by way of security for payment of the client's debt(s) to us.

The client hereby undertakes to establish, as soon as requested, a non-possessory lien on all property referred to in this agreement, by signing and registering these terms and the deed of pledge with the tax authorities, should it appear at any time that our retention of title over that property has been extinguished, or otherwise to provide security for our benefit.

Where appropriate, rights shall still be granted or transferred to the client, provided that the client has paid the agreed considerations for them on time and in full.

Without our prior express written consent, the client is not permitted to offset and/or suspend its liability to pay us and/or to make a reduced payment.

XIII APPLICABLE LAW

Article 26:

Dutch law shall be applicable to all of our agreements to which these terms apply. All disputes arising from or in connection with an agreement concluded between us and the client will be referred to and settled exclusively by the competent judge at the Court of The Hague, in so far as this is not precluded by legislation.