

General Conditions of Sale and Delivery for SENTEC INTERNATIONAL B.V., office located in Lelystad, the Netherlands, at Pascallaan 36, 8218NJ

Article 1 Definition of Terms

1. In these General Conditions, SENTEC is understood to mean:

SENTEC INTERNATIONAL B.V.

2. **Customer** is understood in these General Conditions to mean: any natural and/or legal entity, with whom SENTEC closes transactions or (purchase) agreements for the delivery of products, and for whom an order for services will be carried out in return for payment, or to whom offers are made.

Article 2 General Applicability

1. These General Conditions shall apply to: all transactions, offers, quotations, (purchase) agreements and delivery of products and services, between SENTEC and customer.
2. These General Conditions expressly replace all conditions of customer, unless otherwise agreed in writing.
3. Should any provision of these General Conditions, in the opinion of the competent court, be inapplicable or contrary to the law or good public order, then only the provision in question shall be deemed unwritten, otherwise these General Conditions shall remain in full force.

Article 3 Offers, Quotations and Prices

1. All offers from SENTEC that are published in pricelists, brochures, circulars, advertisements, letters or by any other means, are not binding and may be revoked by SENTEC.
2. Quotations from SENTEC are free of obligation and expire no later than 30 days after the quotation date.
3. Pictures, drawings, measurements and weights, etc. that are provided by SENTEC are non-binding to SENTEC and only intended to provide a general impression of what is offered by SENTEC.
4. Unless otherwise stated, SENTEC prices are based upon: Purchase prices, wages, labour costs, social security and government taxes, freight, import and export duties, exchange rates, insurance premiums and other price-determining factors at the time of the quotation.
5. Listed prices are in euros, unless otherwise agreed in writing.
6. In case of an increase in one or more cost price factors, SENTEC is authorised to correspondingly increase the order price of an agreement. This in compliance with any existing, relevant legal requirements, if necessary.
7. All prices published in pricelists, official pricelists, offers, advertisements, quotations and orders are in

EUROS, excl. VAT and Ex Warehouse in Heiligenstadt Germany 37308.

8. SENTEC cannot be bound to its quotations or offers if the customer can reasonably understand that the quotations or offers, or part thereof, include an obvious mistake or clerical error.

Article 4 Delivery and Transport

1. Delivery shall be to Ex Warehouse in Heiligenstadt 37308 based on current Incoterms, unless otherwise expressly agreed in writing. SENTEC is free to choose the means of transportation at all times. If customer wishes a different mode of transportation, any possible (additional) costs shall be borne by customer. All products are transported at the risk of customer, even if the shipment is carriage paid.
2. SENTEC is not liable for any events that take place during or in connection with the shipment that lead to damage or injury of any nature whatsoever.
3. Customer is obligated after delivery to check (or have checked) the delivered goods or packaging for any possible shortfalls (defects) and or damage, or to carry out this check after SENTEC informs customer that the goods are available to customer. Customer shall, after delivery, report any shortages and/or damage to SENTEC no later than 3 days after delivery, failing which SENTEC is entitled in this respect not to consider any complaints.
4. SENTEC is entitled to deliver the goods separately (partial deliveries), which may be invoiced separately. Customer is obligated to pay in accordance with Article 6 of these conditions.
5. In case customer does not accept the goods within the delivery time or in case customer does not observe the agreed deadline, SENTEC is entitled to present an invoice for storage of the concerned goods at the cost and risk of customer.
6. Stated delivery times shall never be regarded as deadlines, unless agreed otherwise in writing. In the event of late delivery or of a delayed delivery time, SENTEC will make this known in writing within 3 days.

Article 5 Deviation in Delivered Goods

1. SENTEC is entitled to deliver goods that differ slightly from the goods ordered without losing the essence of the order, for example, goods ordered on the basis of documentation material. If SENTEC makes use of this right, but delivers goods that differ materially from that stated on the documentation, then customer has the right to terminate the agreement. Customer has this right for 3 days after receiving the goods.
2. For products that are made specifically to order, a delivery of plus or minus 10% is allowed.
3. Delivery of paper, cardboard and plastic products will be to the following tolerances, formats up to and including A3 and rolls up to and

including 420mm +/- 4%,
formats up to and including A1 and rolls up to and
including 914mm +/- 3%,
formats up to and including A0 and rolls wider than
914mm +/- 2%.

ARTICLE 6 – Payment and Collection Costs

1. Payment must be made fully, without setoff, and in the currency of the invoice, by transfer to the account specified in the invoice.
2. Customer shall make full payment of the invoice amount to SENTEC within 30 days of the invoice date, unless otherwise expressly agreed in writing between SENTEC and customer. The payment deadline of 30 days after the invoice date or any other agreed period is to be regarded as a final deadline. In the event that payment is late or incomplete, customer will be liable for payment of interest to SENTEC of 2% per month or part of a month, in which a portion of a month counts as a full month, which will be calculated on the (remaining) invoice amount from the due date until the date of full payment.
3. All costs related to the collection of the payment, including any judicial and extrajudicial costs shall be borne by customer. Extrajudicial costs shall be at least 15% of the principal of the amounts outstanding, with a minimum of €1,000.
4. Any payment by customer will first be used to pay the interest due and then to pay the costs associated with recovering the debt, with the exception of legal fees and court costs. Only after payment of these amounts will any further payment by customer be used to reduce the principal of the outstanding claims. SENTEC reserves the right to refuse delivery to customer in the event of doubt about the creditworthiness of customer, or for any other business reason. SENTEC is always entitled to suspend, including during the execution of the agreement, the fulfilment of its obligations until customer has committed to fulfil its payment obligations at the request of SENTEC. In addition, SENTEC is entitled to request security from customer for future deliveries.

Article 7 – Retention of Title

1. The ownership rights of the purchased goods will only be given to customer after all obligations to SENTEC have been fulfilled for all delivered or yet to be delivered products and/or all services performed or yet to be performed and, in this respect, this includes interest, costs and damages.
2. Customer is, however, entitled to have the products available for his normal business practice. It should be noted that customer is not entitled to pledge or draw any other right on the products. Customer is obligated to immediately inform SENTEC when third parties assert rights to products owned by SENTEC.
3. In addition to the Retention of Title described in

paragraph 1 of article 7, customer is bound at the first request from SENTEC to reserve a non-possessory pledge and where required, and to the extent necessary, secure all existing and future SENTEC claims and draw attention to the products whose ownership rights have not been transferred from SENTEC for any reason whatsoever.

4. In the event that cases referred to in Article 10 occur, SENTEC is irrevocably authorised, and without notice being required, to remove or to arrange to have removed, all products that remain the property of SENTEC from the place that they are located. SENTEC has the right to either keep the products until the amount due (including interest, costs and compensation) is paid in full, or the products are sold to third parties, in which case, the net proceeds will be deducted from the total amount payable by customer.

Article 8 Complaints

1. Complaints (not including the functional quality of the product) regarding the delivered products will only be considered by SENTEC if they are brought to the attention of SENTEC, in writing, within 3 days. Complaints regarding sent invoices are to be sent in writing to SENTEC within 5 days of the invoice date. After the expiry of this deadline, it shall be deemed that customer has found all delivered products and/or invoices to be in order. Complaints concerning visible defects must be made in the manner and within the period specified in Article 4 paragraph 3.
2. Customer is obligated to take into account the provisions concerning storage and handling of the delivered goods.
3. Customer should always offer SENTEC the opportunity to repair any possible defect.
4. If SENTEC finds a complaint to be justified then SENTEC is required to replace or repair the defective goods without customer claiming any compensation whatsoever.
5. The return of the delivered goods, for any reason whatsoever, can only take place with prior written permission and only in accordance with any shipping instructions provided by SENTEC.
6. Products delivered by SENTEC upon which a justifiable complaint is upheld in accordance with the provisions of this Article shall be returned to SENTEC in the packaging and in the state that they were delivered.
7. Incorrectly ordered goods that belong to our standard package can be, in consultation and at the expense of customer, returned in their original packaging and in an undamaged condition, with compensation being credited after a 20% deduction for handling costs.
8. Products especially ordered and/or produced and packaged for customer cannot be returned.

9. If a complaint is made outside the cases described above this will be entirely optional and customer cannot derive any rights.

10. A complaint does not suspend the obligation of customer to make payment.

Article 9 Liability

1. SENTEC assumes no responsibility, in any event, for products and services it delivers, unless customer conclusively proves that any damage caused is by intent or gross negligence by SENTEC.

2. If customer proves that the damage referred to in paragraph 1 of this Article is caused by intent or gross negligence by SENTEC, the compensation payable in that respect will be limited to the market value of the product that customer claims caused the damage.

3. Communications by or on behalf of SENTEC with respect to quality, composition, handling in the broadest sense, possibilities for application and properties, etc. of the products are only applicable as guarantees if they are expressly made in writing in the form of a guarantee.

4. Customer is strictly obligated to take into account the provisions concerning the manner of storage and handling of the delivered goods. The liability of SENTEC expires if customer does not meet this requirement or if he does not make a claim in the time stated in the provisions of Article 8.

5. Application or processing of products should be carried with due observance of the manufacturer's provisions. Customer is obligated to take all measures necessary to minimise damage. SENTEC accepts no liability if customer does not comply with the obligations described above.

6. Any claim for loss of profits or consequential damages of any kind, is excluded. Customer expressly indemnifies SENTEC against all claims from third parties for possible loss or demonstrable damage, taking into account that which is stated in this article.

Article 10 Termination and Suspension

All amounts owed to SENTEC are immediately due and payable if customer does not fulfil his obligations, or files for bankruptcy or suspension of payments, or if customer, for any reason whatsoever, loses, or is in danger of losing, the free disposal of its assets or any part thereof. In that case, SENTEC has the right to terminate or to suspend the agreement with immediate effect and without prejudice to its right to compensation.

Article 11 – Force Majeure

1. SENTEC is not obligated to fulfil any obligations if it is hindered from doing so by a circumstance which is not its fault and for which it is not accountable by law, a legal act or according to generally accepted standards.

2. If SENTEC is unable to fulfil its obligations within the time limits described in the agreement due to force majeure or other exceptional circumstances such as, but not limited to strike, supply chain delays and fire, either at SENTEC or SENTEC suppliers, SENTEC has the right to perform this within a reasonable time, or, if compliance is not possible within a reasonable time, to terminate or suspend the agreement in whole or in part.

3. If, when Force Majeure comes into force, SENTEC is only able to partially fulfil its obligations or has already partially fulfilled some obligations, then it shall be entitled to send a separate invoice for that part which it can deliver or that part which has already been delivered and customer is obligated to pay this invoice as if it were a separate agreement; this does not apply if that which is already supplied has no independent value.

Article 12 Transfer of Risk

The risk of loss, damage and devaluation passes to customer at the moment the items are placed under the control of customer.

Article 13 Applicable Law and Disputes

1. All transactions to which these conditions apply will be subject to Dutch law, including the statutory provisions relating to the General Conditions. All disputes that may arise between SENTEC and its customers, for which a solution cannot be reached by mutual agreement, shall be exclusively brought before a competent court.

2. The SENTEC place of business is the place where customer must fulfil its obligations towards SENTEC.

Article 14 Location and Amendments to the General Conditions

1. These conditions are registered at the Flevoland Chamber of Commerce (in Dutch: Kamer van Koophandel) under the number 30 107 270.

2. The latest filed version or the version that applied at the time the legal relationship with customer was established will apply.

3. In the event of disputes concerning the interpretation of these General Conditions, the Dutch text will take precedence.

The General Conditions of Sale and Delivery are translated from the Dutch version of the Algemene Verkoop- en leveringsvoorwaarden. In any dispute, the Dutch text of the General Conditions of Sale and Delivery is binding.