

GENERAL TERMS AND CONDITIONS OF SALE

I. Scope

All the sales of goods and deliveries of services by DUMAPLAST NV ("DUMAPLAST"), including the initial, pre-contractual phase, are exclusively governed by the following General Terms and Conditions, unless and insofar as previously and explicitly agreed otherwise. The customer is supposed to receive these General Terms and Conditions and accept them without reservations at the time when he receives a quotation from DUMAPLAST or, if there is no quotation, at the time when he places an order with DUMAPLAST.

The customer's contractual terms and conditions, no matter what they are called, will not be applicable to the sale of goods or the delivery of services by DUMAPLAST (including the initial pre-contractual phase) and will not be enforceable, unless and insofar as DUMAPLAST has explicitly accepted them in advance.

II. General provisions

Article 1 Quotations

- 1.1 Unless explicitly agreed otherwise the quotes are always prepared free of charge by DUMAPLAST and even though no order is placed the costs related to preparing the quotation will never be charged.
- 1.2 DUMAPLAST's quotations, including all price quotes, budgets, preliminary calculations, offers, ads or similar announcements, either or not marked as "quotation", shall be free of obligation and do not commit DUMAPLAST except for orders placed within the validity term specified on the quotation and, if no "valid until" date is specified, within one month after the quotation date. The designs, pictures, drawings, units, dimensions, weights and colours included in the quotation by DUMAPLAST are only indicative and do not commit DUMAPLAST as such.
- 1.3 The prices specified in the quotations are subject to possible changes in the price of raw materials or auxiliary materials, wages, taxes, import duties and any foreign currency rates and subject to any mistakes, slips of the pen or typos. Where appropriate, DUMAPLAST will be entitled to change the quotation unilaterally.
- 1.4 The prices indicated in the quotation apply to deliveries ex works (workshop, plant or warehouse), exclusive of VAT and any direct or indirect charges applicable at that moment or for the conclusion of the transaction.

Article 2 Information provided in the pre-contractual phase

- 2.1 All the information provided in or for the sake of a quotation by or on behalf of DUMAPLAST shall remain the property of DUMAPLAST and shall be returned to it or destroyed immediately on request of DUMAPLAST.
- 2.2 The information referred to in article 2.1 is confidential and shall only be used by the (potential) customer to set up the transaction with DUMAPLAST and can only be reproduced or printed to that end. Every other use, as well as the entire or partial release or forwarding of the information to third parties is forbidden, except if prior written approval of DUMAPLAST has been obtained.

Article 3 Placing and accepting the order

- 3.1 Except if DUMAPLAST explicitly accepts the order under another form, orders of goods or services have to be placed in writing. Consequently, orders placed by telephone or verbally shall always be confirmed in writing to DUMAPLAST.
- 3.2 The agreement in relation to the purchase of goods or the delivery of services will only become effective upon explicit acceptance by DUMAPLAST of the order placed by the customer. This explicit acceptance will be confirmed in writing or will become apparent by the execution of the order by DUMAPLAST. Written confirmation commits DUMAPLAST only to the extent that it is signed by a person duly authorised to do so.
- 3.3 DUMAPLAST shall under no circumstances be obliged to accept orders placed by the customer. DUMAPLAST is under no circumstances obliged to accept an order which only consists of a part of the goods or services mentioned in the quotation.
- 3.4 Confirmations sent by DUMAPLAST should always be checked and verified by the customer. The customer should notify DUMAPLAST within 48 hours after receiving the order confirmation if the confirmation does not correspond to the order. After that time any complaints about delivered goods or services in accordance with the order confirmation will no longer be accepted and the delivery shall be considered to have been in accordance with the order.

Article 4 Price adjustments after accepting the order

- 4.1 If quotations are prepared on the basis of information provided by or on behalf of the customer, DUMAPLAST shall be allowed to assume that this information is correct and complete. If it turns out later that this information was incorrect or incomplete, DUMAPLAST will be entitled to adjust the prices unilaterally to make the goods or services to be delivered correspond to the real and correct information, or cancel the agreement unilaterally, without the customer being entitled to cancel the order. The adjusted prices will simply be charged without requiring prior notification of the customer.
- 4.2 All changes to the goods or services described in the quote, either by special order of the customer, or as a consequence of changes to the information provided, which require additional works or costs from DUMAPLAST than what was reasonably to be expected at the time when the quotation was prepared, will be valid grounds for a price increase or cancellation as specified in Article 4. DUMAPLAST shall cooperate within reasonable boundaries with these changes, if the content of the works to be carried out are not essentially different from the originally agreed works.
- 4.3 Text requiring additional editing, unclear copies, unclear drafts, drawings or models, failing information carriers, failing software or data files and improper supply of the material or products to be supplied by the customer which requires more work or costs from DUMAPLAST than was originally and reasonably expected, are valid reasons for price increases as described in article 4. Extraordinary or reasonably unforeseeable processing problems resulting from the nature of the materials and products to be processed supplied by the customer are also valid reasons for such increases.

Article 5 Packaging

- 5.1 If required based on the reasonable judgement of DUMAPLAST, the goods are packaged by DUMAPLAST in accordance with the generally accepted customs within the sector, unless the customer has instructed specific requirements for the packaging to DUMAPLAST at the time of ordering.
- 5.2 Except for return packaging such as pallets and cages, packaging will never be accepted by

DUMAPLAST. Return packaging will always remain the property of DUMAPLAST and will be stored by the customer free of charge. The customer is obliged to return the return packaging in the state it was received (barring normal wear). Signing the delivery note or shipment note will be valid proof that the customer has received the packaging in perfect condition. DUMAPLAST reserves the right to charge a deposit to the customer for the supplied return packaging. When the return packaging is returned, the customer will receive a credit note for the amount of the guarantee after deducting any compensation for damage.

Article 6 Delivery terms

- 6.1 The delivery term specified by DUMAPLAST in the quotation or the order confirmation are always approximate and will only be stated for information purposes without any guarantee. Failure to comply with the term specified for the delivery will only entitle the customer to cancel the agreement if he has granted DUMAPLAST a reasonable additional term in writing and insofar as the delay cannot be ascribed to force majeure. In case of such cancellation the customer will not be entitled to any damages.
- 6.2 Delivery terms start when DUMAPLAST has accepted the order, insofar as there is an agreement about all the technical details required for the execution, all the information required for the execution is passed on to DUMAPLAST and any agreed advance payments have been received by DUMAPLAST at that time.

Article 7 Delivery, storage and collection

- 7.1 DUMAPLAST cannot be obliged to deliver a part of the total order for an amount specified in the accepted order for this part or for a proportional part of the amount specified therein, even if the accepted order concerns different goods or services.
- 7.2 Unless explicitly agreed otherwise, the delivery of goods is always ex works (workshop, plant or warehouse) at the discretion of DUMAPLAST and at the time of DUMAPLAST's first request for collection. The customer is to collect the delivered goods at the time specified in such request. If the customer does not do so, or not in time, the customer will have to pay all resulting costs and damages to DUMAPLAST.
- 7.3 The risk in relation to damage, loss or perishing of the goods due to any causes whatsoever (except for intentional mistake of DUMAPLAST) is passed on to the customer at the time of delivery, except the provisions of article 7.5.
- 7.4 If explicitly agreed in writing that the delivery shall take place at an address other than the DUMAPLAST workshop, plant or warehouse and the customer refuses or does not accept the goods to be delivered in time, the customer will have to pay any ensuing costs and losses to DUMAPLAST.
- 7.5 DUMAPLAST is not responsible for the storage of the delivered goods, unless it has been explicitly agreed. In the latter case, it will be for account and risk of the customer.

Article 8 Complaint procedure

- 8.1 Without prejudice to what is provided in other provisions, complaints – especially concerning the quantity or nature of the delivered goods or services – shall be filed at the latest eight days after the time of collection (as referred to in article 7.1) in writing to DUMAPLAST. Signing the delivery note or shipment note will be valid proof that the customer has received the correct number of unit packages.
- 8.2 The delivered goods are considered to be up to standard if the customer has not sent a

notice to the contrary within the term specified in article 8.1 to DUMAPLAST indicating precisely which part is noncompliant. The delivered goods will in any case be considered up to standard, if the customer has started to use them, worked or processed them, delivered them to third parties, or has respectively let other people start to use them, work or process them or deliver them to third parties.

- 8.3 DUMAPLAST is always entitled to receive a new up to standard product or service in exchange of a previously below standard product or service, except if such exchange is no longer possible.
- 8.4 Return shipments will only be accepted insofar as, on the one hand, previous written agreement of DUMAPLAST has been obtained and, on the other hand, the goods are returned carriage paid, if they are in their original state and accompanied by a statement containing their exact description and content.

Article 9 Complaints about deviations in relation to the goods themselves

- 9.1 Deviations between on the one hand the delivered goods and on the other hand previously delivered goods, samples, models or images for demonstrations, are no reason to reject or receive a discount for the supplied goods, dissolution or any indemnification, if such deviations are only minor.
- 9.2 Deviations between on the one hand the delivered goods and on the other hand the original design, drawing, copy, model or prototype, are no reason to reject or receive a discount for the supplied goods, dissolution or any indemnification, if such deviations are only minor.
- 9.3 When assessing the question whether deviations have to be seen as minor in the overall works, a representative sample of the work will be considered, unless individual items are involved.
- 9.4 Deviations which, considering all circumstances, do not reasonably have any or only a subordinated impact on the conditions of use and sale of the work, will always be considered minor deviations.
- 9.5 Deviations in the colour of the goods delivered by DUMAPLAST are considered deviations of minor importance. Deviations in the materials and semi-finished products used by DUMAPLAST allowed according to the general terms and conditions governing the delivery of these materials and semi-finished products, are considered minor deviations. DUMAPLAST will send a free copy of such terms and conditions to the customer on his request.

Article 10 Complaints about deviations in relation to the agreed quantities

- 10.1 For out-of-stock deliveries DUMAPLAST takes care of the delivery of the agreed quantity.
- 10.2 For deliveries of items not held in stock higher or lower quantities in relation to the quantities specified in the accepted order will be accepted by the customer if the difference is not more or not less than 5%. Bills will be adjusted to the actually delivered quantities.

Article 11 Partial deliveries

- 11.1 The customer agrees to receive the total quantity of goods specified in the accepted order within the agreed term. If the total quantity has not been collected within this term, the customer agrees to collect the remaining goods within 8 days after the end of this term.
- 11.2 The order to prepare the goods for collection shall be sent in writing to DUMAPLAST by the

customer, specifying the correct number of goods and specifying whether or not DUMAPLAST has to organise the transport (in accordance with article 12), after which DUMAPLAST will send an order confirmation to the customer within 7 working days following the order. DUMAPLAST may agree on the order confirmation to deliver the number of goods specified therein at an explicitly agreed time. In that case, the customer agrees to collect the goods at the time specified in the order confirmation, failing which the customer will pay DUMAPLAST for any costs incurred as a result of the non or late collection of the goods.

Article 12 Transport

- 12.1 The customer shall properly insure himself against the risk of damage, loss or destruction of the goods during transport for any reason whatsoever.
- 12.2 On explicit request of the customer DUMAPLAST can, on behalf and for account of the customer, take care of the organisation and insurance of the transport of the delivered goods, though without DUMAPLAST accepting any liability in this respect;

Article 13 Payment

- 13.1 Except if explicitly agreed otherwise in writing, the goods will be paid at the latest on the due date on the relevant invoice.
- 13.2 VAT and all other direct and indirect charges applicable at that time or required to close the transaction shall be added to the net amounts on the invoice.
- 13.3 Every sum due but not fully paid on the due date will legally and without notice be increased with a late payment interest of 12% on an annual basis to be counted as of the invoice's due date and a fixed compensation of 15% with a minimum of € 38. Non-payment on the due date of one single invoice will make the balance of all other invoices, even though they are not yet due, immediately payable. All costs and expenses, including but not limited to lawyer's fees, legal costs and collection costs, incurred by DUMAPLAST when recovering outstanding debts, will be for account of the customer. This also applies for the costs for defence or so-called counterclaims.
- 13.4 Non-payment on the due date of one single invoice will make all discounts granted on the unpaid invoice and on all other invoices, even if they are not yet due, immediately null and void. If the customer does not comply with his obligations DUMAPLAST reserves the right to suspend the further execution of an accepted order and all deliveries, also if a fixed delivery term has been agreed, without losing the entitlement to payment of all the goods to be delivered and without prejudice to the late payment interest and compensation referred to above. DUMAPLAST can proceed to such suspension without default notice and will notify the customer thereof. Any advance payments will in that case remain acquired by DUMAPLAST.
- 13.5 DUMAPLAST is always entitled, before starting to execute the accepted orders or before delivering or proceeding with the delivery or the execution of the accepted order, to demand an advance or another security which he deems adequate to ensure the customer's payments. If the customer refuses to pay the requested advance or provide the security, DUMAPLAST will be entitled to cancel the agreement, without prejudice to the customer's obligation to pay DUMAPLAST for any costs incurred and compensate any loss of income. DUMAPLAST can without default notice proceed to such a cancellation and will inform the customer thereof by normal letter. Any advance payments will in that case remain acquired by DUMAPLAST.
- 13.6 The customer is not allowed to set off any claims on DUMAPLAST against the compensations owed by it to DUMAPLAST. Such claims will be handled separately and shall not have an impact on the timely payment of any outstanding sums.

13.7 Complaints about invoices shall be filed in writing within 8 days after receipt of the invoice to DUMAPLAST.

Article 14 Reservation of title

14.1 Without prejudicing the rights of DUMAPLAST as described in these general terms and conditions (*):

- The sold goods remain the property of DUMAPLAST until the full payment of the sale price, both the principal sum and any accessories. In case of resale DUMAPLAST reserves the option to demand the sum corresponding to the value of the resold goods. The reservation of title will be transferred to the resale price.
- The buyer accepts all risks, including cases of force majeure and destruction, and the obligation to store the goods once the goods have been delivered.
- Failure to pay one of the amounts due on the due date may result in a reclamation of the goods.

(*) For UK customers the following specific reservation of title will be enforced:

- The title in the goods shall pass to the Buyer only when payment in full has been received by the Seller for all goods whatsoever supplied (and all services rendered) at any time by the Seller to the Buyer. The Buyer shall permit the servants or agents of the Seller to enter on to the Buyer's premises and repossess the goods at any time prior thereto.
- As long as payment has not been effected the Buyer cannot sell, pledge or offer goods as guarantee or collateral security.
- Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the Seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby indemnifies the Seller in relation thereto.
- In the case of non-payment at the due date and upon demand the Buyer must return forthwith to the Seller all merchandise unpaid for.

14.2 The customer will only become the owner of the goods delivered by DUMAPLAST at the time when he has fulfilled all his obligations vis-à-vis DUMAPLAST in the context of the agreement under which the goods are delivered and all other agreements, including payment of any compensations, fines, interests and costs. Insofar as the customer has not become the owner of the goods he is not entitled to provide any collaterals on these goods.

14.3 If the customer fails to comply with any obligation from an agreement with DUMAPLAST after having been requested to do so by DUMAPLAST in writing, the latter will be entitled to take back the goods delivered by it for the value of any payments which the customer fails to make. The customer provides DUMAPLAST access and passage and authorises DUMAPLAST to enter the place where the goods are located.

Article 15 Force majeure

15.1 DUMAPLAST cannot be held responsible and the customer is not entitled to cancel the agreement if the late execution of DUMAPLAST's obligations is due to force majeure. Force majeure is understood to be, without being limited to: sickness and unforeseen absence of skilled staff, computer, fax and modem failure, power failure, non or late compliance by suppliers and/or subcontractors of DUMAPLAST with their obligations, fire, strike or work interruptions, loss of materials to be processed, machine breakage or import or trading bans, and other similar causes both at the company of DUMAPLAST and at the company of third parties hired by DUMAPLAST.

- 15.2 If the execution of its obligations is permanently impossible or the temporary impossibility lasts for more than two months, both parties are entitled to cancel the agreement without the intervention of the court without either of the parties being entitled to a compensation for the damage suffered by the cancellation. If DUMAPLAST has partially complied with its obligations, it will be entitled to a proportional share of the agreed price on the basis of the works that have already been executed and the costs incurred.
- 15.3 In case of unfeasibility of the assignment DUMAPLAST will inform the customer thereof without delay, mentioning the nature and the circumstances of such unfeasibility.

Article 16 Restriction of liability

- 16.1 Except in case of deliberate fault, the liability of DUMAPLAST under this agreement with the customer will in any case be restricted to the net amount specified in the accepted order. Every consequential damage will explicitly be excluded.

Article 17 General principle of care

- 17.1 The customer undertakes not to perform acts or commit negligence which may directly or indirectly prejudice the good name and fame, the brand image, the acquired market position and/or the commercial potential of DUMAPLAST or its products or services.
- 17.2 The customer undertakes to include the same principle of care in his general terms and conditions of sale or agreements with further salespersons, as the principles he is to adhere to by virtue of these general terms and conditions. DUMAPLAST's customer will be the only liable party vis-à-vis DUMAPLAST for the compliance with this standard by its own customers.

Article 18 Presentation

- 18.1 The customer guarantees a correct price labelling and a good and well-cared-for presentation of the products. The latter includes that the products on the shelves or at any other point of sale are spontaneously and automatically replenished and ordered in the best possible way and that products will be removed when they or the packaging is damaged for any reason and to what extent whatsoever.

Article 19 Publicity

- 19.1 The customer guarantees that when using pictures of DUMAPLAST products in publications issued by the customer, including the internet, the DUMAPLAST brand and/or logo will always be mentioned and the products will be presented with due care. DUMAPLAST will make all the required (visual) material available to the customer within a reasonable term and grants the customer a non-exclusive, non-transferable and temporary right of use on its brand for the promotion of the products in question.
- 19.2 DUMAPLAST declares that the photographs of its products can be printed on all advertising material, including the internet, and authorises the customer to take pictures of the aforementioned products and to use these photos on all advertising material, as well as on the internet, in order to support the promotion and sale of DUMAPLAST products, except if explicitly otherwise specified in writing by DUMAPLAST.

Article 20 Recommended prices

- 20.1 The minimum sales prices proposed by DUMAPLAST are purely indicative and not binding for the customer. The customer acknowledges and accepts that if the consumer sales price

offers significantly differ from the recommended prices, damage may be inflicted on the good name and fame, brand image, the acquired market position and the commercial potential of DUMAPLAST and its products.

Article 21 Counterfeit

- 21.1 The customer undertakes not to offer or sell products of which it knew or was reasonably supposed to know that they are an infringement on the intellectual property rights of DUMAPLAST and agrees to compensate DUMAPLAST for all damage, fees, and costs incurred as a result of the failure to comply with this obligation.

Article 22 Applicable law and competent jurisdiction

- 22.1 The contractual relation between the customer and DUMAPLAST is governed by Belgian law, excluding the provisions of international private law which would designate another jurisdiction.
- 22.2 All disputes, including those in relation to the validity, the interpretation or the implementation of these General Terms and Conditions, resulting from trading operations, whatever they are called, of DUMAPLAST, will at the discretion of DUMAPLAST fall under the exclusive authority of either the courts of the judicial district of Ghent, Belgium or the Courts of the judicial district where the customer's registered office is established.