

General terms and conditions

Oxipack BV

1. Definitions

1. The following terms are used in these general terms and conditions according to their meaning hereafter, unless explicitly indicated otherwise or unless from the context another meaning is appropriate:
 - a. Oxipack: the user of these general terms and conditions: Oxipack BV with offices at Ringveste 3B, Houten, registered at the Chamber of Commerce under the registration number 55421164;
 - b. customer: the company concluding an agreement with Oxipack, or having received an offer/promotion from Oxipack or with which Oxipack has established a legal relationship or for whom Oxipack is performing legal actions;
 - c. agreement: the agreement between Oxipack and the customer;
 - d. product: the product delivered by Oxipack within the framework of this agreement;
 - e. materials: all reports, research results, advice, concepts, lay-outs, drawings and other materials or (electronic) files developed by Oxipack within the framework of the agreement.

2. General

1. These general terms and conditions are applicable to all agreements between Oxipack and the customer, as well as on all (other) legal actions between Oxipack and the customer, including negotiations and other pre-contractual conditions.
2. Possible derogations applicable to these general terms and conditions are valid only if they are explicitly agreed upon in writing or in electronic way.
3. The validity of other purchase terms and conditions or the like from the customer is explicitly denied.
4. In the case that one or more stipulations of the general terms and conditions are or become null and void, this fact shall not affect the other stipulations of these general terms and conditions, which remain fully applicable. Stipulations that are or have become null and void shall be replaced by Oxipack, respecting as much as possible the content and scope of the original stipulation(s).
5. If Oxipack does not always request strict compliance with these conditions, this does not imply that the stipulations of the conditions are not applicable, or that Oxipack should lose the right in any degree to request the strict compliance with the stipulations of these conditions in other cases.

3. Offers and promotions

1. Offers and promotions are without obligations.
2. Obvious errors or mistakes on the website and in brochures, offers, agreements or publications by Oxipack are not binding for Oxipack.

3. Offers/promotions and other documents made by Oxipack and handed over to the customer shall not be duplicated without Oxipack's permission, nor disclosed to third parties.
4. If no agreement is made based on the offer, the offer and all related documents and lay-outs should be returned immediately to Oxipack upon first request at the expense and risk of the customer.

4. Demo

1. If a demo is shown to the customer, this demo is only indicative. The product characteristics can differ from the demo, unless there is specifically agreed that the product to be delivered has to be accordingly so.

5. Agreement establishment

1. The agreement is established after the customer's consent with the offer made by Oxipack and after the customer and Oxipack have both signed the agreement.
2. A placed order cannot be cancelled.

6. Prices

1. VAT, import duties, other taxes, charges and rights are not included in the prices and rates.
2. Oxipack reserves the right to change prices and rates from time to time.
3. Oxipack prices are based on the Euro currency. Oxipack is entitled to a revision of the original price in the case that another currency is used for invoicing and exchange rate changes have occurred following the establishment of the agreement and the product delivery.
4. Oxipack reserves the right to raise prices proportionally without any right for the customer to dissolve the agreement for this reason if the price increase is the result as a consequence or an obligation according to law or regulations, or if the cause lays in a price increase of parts or of production costs or due to other circumstances which could reasonably not be foreseen at the moment of the agreement.
5. Order changes requested by the customer may have financial consequences. The order can only be changed upon the customer's approval of possible extra charges.

7. Execution of the agreement

1. Oxipack will execute the agreement to the best of its knowledge and ability, and in accordance with good professional practice. This shall be done based on the knowledge available at that time.

8. Customer's obligations

1. In the case that works are performed at the customer's location or at a location appointed by the customer, the customer should guarantee all reasonably suitable facilities free of charge.
2. The customer should grant Oxipack all authorisations and competences necessary to perform these works.

3. The customer should provide all necessary data and devices needed to perform the works. The customer should also ensure that Oxipack is provided in due time with all data and devices indicated by Oxipack as necessary or of which the customer should reasonably understand that these are necessary to perform the agreement. If Oxipack is not provided in due time with the data and devices needed, then Oxipack has the right to suspend the execution of the agreement and/or to charge the customer for the extra costs resulting from this delay at the usual rates.
4. If the data provided by the customer are incomplete and/or incorrect, this shall be entirely at the expense and risk of the customer.
5. The customer is bound to inform Oxipack forthwith about facts and circumstances that could be important for the execution of the agreement.
6. The customer is exclusively responsible for the compliance with all legal and other prescriptions that are applicable in the country where the customer is domiciled related to keeping, transporting, storage and use of the products, in whatever manner.
7. The customer indemnifies Oxipack for possible claims made by third parties suffering damages in connection with the execution of the agreement and for which Oxipack cannot be liable.

9. Delivery terms

1. The determination of a delivery term is always approximate. Exceeding the delivery term does not authorise the customer to claim damages, dissolve the agreement or request any other form of compensation.
2. In the case that the delivery term agreed upon with the customer is exceeded due to an event that is practically beyond the control of Oxipack and cannot be attributed to its making and/or will, such as described, amongst others, under article 18 of the general terms and conditions, this term will automatically be extended for the period it was exceeded due to such an event.

10. Delivery and assembling

1. Oxipack shall take care of the delivery and assembling of the product, unless otherwise agreed.
2. The customer is due to accept the delivery. In the case that the customer refuses to accept the delivery, then Oxipack is entitled to store the product at the expense and risk of the customer. If the customer does not accept delivery of the product, in spite of the fact that this product has been made available, regardless of any payment for the due amount, then Oxipack is entitled to sell this product (or have it sold) for the account of and on behalf of the customer after a written notice. The customer shall still be due to pay the invoice amount, increased by interest, costs and possible compensation for damages, decreased, anyhow, with the net proceeds of this sale, if any.
3. The customer is responsible for all import duties, customs formalities and taxes related to the product.

11. Warranty

1. A warranty of 1 year is granted on the delivered product.
2. The invoice is the proof of warranty.
3. The customer is obliged to give Oxipack the option to investigate a warranty claim.
4. Oxipack shall have free choice to either repair the product, deliver a replacement part, replace the product or (partially) credit the price for the product referred to if this product is affected by any defect during the warranty period. Oxipack's liability is limited at all times to the conditions mentioned under article 17. The warranty period is not extended by the execution of reparation works or the replacement of a part.
5. The warranty claim is rejected if one of the following situations is applicable upon investigation of the warranty claim:
 - a. defects due to improper use;
 - b. works and/or modifications and/or repairs to the product performed by the customer and/or third parties;
 - c. the product is not used in compliance with the user instructions and/or the technical specifications;
 - d. defects due to external circumstances such as: fire, natural disasters, explosions, terrorism, cleaning agents, dirt accumulation, landslides, flooding and weather conditions.
 - e. defects as a consequence of any government regulations as for the nature or the quality of the used materials;
 - f. damages caused by third parties (destruction);
 - g. in the case of a slight, commercially common and/or technically unavoidable difference;
 - h. in the case that the checks are not carefully performed;
 - i. defects resulting from components and/or products not delivered by Oxipack.
6. The costs for reparation, delivery of a new part, dispatch and call-out charges etc. will be charged to the customer if a defect does not fall under the warranty and/or if the customer has made an unjustified warranty claim.

12. Invoicing and payment

1. Invoicing is done as follows:
 - a. 50% of the product price when placing the order;
 - b. 50% of the product price at product delivery.
2. The customer should pay the invoices received from Oxipack within 30 days after the invoice date.
3. Payment should be made without suspension or set-off.
4. Oxipack has the right to suspend the execution of the agreement if the customer fails to pay the invoiced amount in due time until the full invoice amount due is paid. Oxipack cannot be held liable for possible damages experienced by the customer due to this suspension.
5. The customer is immediately in default if he fails to pay the received invoice within 30 days, and in this case Oxipack has the right to charge the customer the statutory commercial interest rate. All judicial and extrajudicial collection costs made by Oxipack to collect the receivables from the customer shall be

at the expense of the customer. The extrajudicial collection costs are fixed at 15% of the principal amount, with a minimum of € 250,-.

6. Oxipack's outstanding receivables are immediately due and payable in the case of the customer's liquidation, bankruptcy, confiscation or moratorium of payment.
7. Payment made by the customer always serves first of all for the settlement of the owed interest(s) and then for the settlement of any costs related to the collection. Only after the full settlement of these amounts, will the next payment by the customer serve to settle the outstanding principal amount.

13. Leasing

1. Article 12.1 is not applicable if the parties agreed upon a leasing. In such case, the payment scheme mentioned in the leasing is taken into account; and the price for the delivered product referred to by the leasing should be fully paid within 1 year after the establishment of the leasing, unless explicitly otherwise agreed between the parties.
2. As long as the customer has not fully paid the leasing amount and all related costs, he is entitled to use the product according to its designed use. The customer shall not make the product available for use by third parties and he shall not sell it and/or transfer its possession.
3. The product is entirely at the expense and risk of the customer as from its delivery date. In spite of any impairment, damages or loss, regardless of its cause, the customer shall be obliged to comply with all commitments related to the leasing agreement and to which he is legally bound, in particular regarding the payment on the dates as described in the leasing contract.
4. In all cases in which:
 - a. the customer does not pay in due time one or several terms of the leasing amount and the customer does not respond to a written notice proposing a reasonable term to pay the overdue leasing term(s);
 - b. the customer is acting contrary to any of his obligations and the customer does not respond to a written notice he received. If compliance is permanently impossible, a notice of default can be omitted;
 - c. the customer is declared bankrupt, hands in a request to obtain a moratorium of payment or a customer's request to the court is accepted to have the debt rescheduling rules ex article 284 of the Bankruptcy Act declared applicable;
 - d. confiscation of all or part of his capital or of the product is made;
 - e. the customer dies;
 - f. the customer is using the product and/or has used it for a purpose other than the intended one;
 - g. the product gets lost, regardless of its cause, including theft and misappropriation;
 - h. the product gets damaged to such an extent that repair is no longer justified according to the evaluation, binding for both parties, made by an expert to be appointed by Oxipack;

Oxipack shall be entitled to either take back the product or immediately claim full payment of all receivables resulting from the leasing agreement. All damages caused to Oxipack due to one of the above mentioned cases, shall be at the customer's expense. Damages also include losses in turnover.

5. The customer has no reimbursement rights for the amounts paid so far to Oxipack on account of the leasing agreement in the case that the product is taken back by Oxipack according to article 13.4.

14. Reservation of title

1. All products delivered and still to be delivered remain the exclusive property of Oxipack until all receivables due by the customer to Oxipack are fully paid.
2. As long as the title of the products has not passed to the customer, the latter has no permission to do the following with the products:
 - a. pawn them;
 - b. grant any other rights related to these products to third parties;
 - c. sell them to third parties other than as part of its ordinary business operations.
3. The customer shall be obliged to keep the goods delivered under retention of title with the appropriate care and recognisable as the property of Oxipack. The customer shall at all times take any actions reasonably required in order to protect Oxipack's property rights. The customer shall be obliged to take insurance out for the delivered products and to keep this insurance active, for fire, explosion and water damage as well as for theft. Upon first request he shall procure Oxipack with a copy of the insurance policy.
4. If the customer does not or not entirely fulfil his obligations towards Oxipack and in the case of dissolution of the agreement, whatever its reason, then Oxipack is entitled to take back all products to which the reservation of title is applicable, without prior notice of default and without judicial intervention, without prejudice to Oxipack's right to claim full compensation for damages.
5. If Oxipack wants to make use of its right, as described in this article, then the customer is obliged to grant Oxipack access to all places where the Oxipack products are located.
6. In the case of confiscation, moratorium of payment or bankruptcy, the customer must immediately inform Oxipack thereof and inform the bailiff, the administrator or the curator of Oxipack's (property) rights.
7. The stipulations in this article shall be without prejudice to all Oxipack's other rights.

15. Customer service

1. The Oxipack customer service can be reached by phone at the number + 31 (0)88 695 7290.

16. Suspension and dissolution

1. Oxipack is entitled to suspend the execution of the agreement immediately in the case that Oxipack comes to the knowledge of certain circumstances that

give him good reason to fear that the customer shall not fulfil his obligations, after the establishment of the agreement.

2. Oxipack is entitled to dissolve the agreement if the customer is not or not fully fulfilling his obligations resulting from the agreement or if the customer does not respond to a written notice of default. If compliance is permanently impossible, a notice of default can be omitted.
3. Furthermore, Oxipack is entitled to dissolve the agreement if certain circumstances arise such that fulfilment of the contract is impossible or under the given circumstances according to criteria of reasonableness and fairness can no longer be expected or in the case of other circumstances due to which unaltered maintenance of the agreement cannot reasonably be expected .
4. Oxipack is entitled to dissolve the agreement in the case that the customer makes a request for moratorium of payment and this is granted to the customer, in the case that the customer is declared bankrupt or a request for bankruptcy is submitted, in the case that the customer is no longer able to pay his debts, proceeds to terminate or liquidate his business, or is placed under guardianship, or in the case that an administrator is nominated.
5. If Oxipack starts suspension or dissolution, no damage compensation or costs arisen by this fact can be claimed.

17. Liability and limitation periods

1. Oxipack can not be held liable for payment of any damage as a direct or indirect consequence of:
 - a. an event that is practically beyond its control and therefore cannot be attributed to its making and/or will, such as described, amongst others, under article 18 of the general terms and conditions;
 - b. any act or omission by the customer, his subordinates or other persons who have been employed by or on behalf of the customer.
2. The customer is, under any circumstances, responsible for the accuracy and completeness of the information which he provides, for instance the data based on which the products are produced. Oxipack shall never be liable for possible damage (even partly) due to the fact that the information and data provided by the customer were incorrect and/or incomplete, or due to the execution of instructions given by the customer. The customer indemnifies Oxipack for all such liability.
3. Oxipack is not liable for any possible damage due to incorrect or improper use of the delivered product or due to use of the delivered product contrary to the user instructions and/or safety regulations.
4. Oxipack is not liable for any damage if the customer or third parties modify the product.
5. Oxipack is in no case liable for damage, generated or caused because the delivered product if used for a purpose other than its intended use.
6. The customer shall be responsible himself for any decisions he makes, whether or not upon advice, report or investigation by Oxipack.
7. Oxipack cannot be held liable for any damages for the customer if during the execution of the works it was necessary to temporarily stop the production process at the customer's company.

8. Oxipack is not liable for any mutilation or loss of data as a consequence of sending data by means of telecommunication facilities.
9. Oxipack shall never be held to pay compensation for consequential losses. Considered as consequential losses are: lost turnover, lost profit, missed savings, production damage, operational damage, operational malfunction, stagnation damage, loss due to delays, damage to reputation, environmental damage and indirect damage, whatever their causes.
10. In the case that Oxipack should nevertheless be held liable for any damage, the liability of Oxipack will be limited to the amount of the payment made by the insurer. In the event the insurer does not pay out in a particular case or the damage is not covered by the insurance, the liability of Oxipack is limited to the amount the customer paid for the product to which the liability pertains or limited to the amount the customer paid for the executed works to which the liability pertains.
11. The Customer indemnifies Oxipack for possible claims by third parties pursuant to damages suffered on account of occurrences, acts or omissions for which Oxipack is not liable under the preceding paragraph. The customer is bound to compensate upon first request for all costs, damage and interests occurred to Oxipack as a direct or indirect consequence of a claim raised by a third party against Oxipack as referred to in this paragraph.
12. Rights of action and other powers held by the customer for whatever reason against Oxipack expire in any case after 1 year from the moment a fact occurs for which the customer can use these rights and/or authorisations against Oxipack.
13. If the customer fails to fulfil his contractual obligations or his obligations arising from the law, fails to fulfil these on time or in an adequate manner, or if he acts unlawfully towards Oxipack, the customer shall be obliged to compensate Oxipack for all damages that the latter may suffer as a result.

18. Force majeure

1. Oxipack shall not be held to fulfil any obligation in case of force majeure, Force majeure is, in any case, understood as: weather circumstances, theft, fire, flooding, landslides, terrorism, obstacles by third parties, including obstacles by the government, obstacles during transport, strikes, riots, wars or dangers of war, loss or damages to products during their transport, goods not supplied or not delivered in time to Oxipack by its suppliers, bans on exports and imports, disturbances and accidents in the factory where the products are produced, burning down of transport means of Oxipack, its supplier or its transport company, the presence of disturbances to this transport means or the involvement in accidents with this transport means, measures taken by a local, foreign or supranational governments, illness of the person responsible for executing the agreement on behalf of Oxipack.
2. The expression 'force majeure' shall include any failure of any suppliers of Oxipack.
3. In the case of force majeure, Oxipack shall not be held to compensate for any damage as a direct or indirect consequent of this fact and shall be dismissed from its commitments for delivery or execution. Depending on the

circumstances of the case, either this will fully or partially be the case at the moment of the force majeure, or only a suspension of delivery or execution will apply. In the case that any possibility should arise to perform delivery or execution anyhow either or not in modified form, both Oxipack and customer shall be held to take full advantage of this opportunity.

4. If a situation of force majeure has lasted for more than 2 months, the parties shall be entitled to dissolve the agreement by means of a written declaration. Goods delivered or performances executed up to the moment of the force majeure shall be invoiced to the customer.

19. Confidentiality

1. Both parties are obliged to keep secret all confidential information that they have obtained from each other or from another source by virtue of their agreement. Information is considered as confidential if this is communicated by the other party, or if this results from the nature of the information. The party receiving confidential information shall only use it for the purpose for which it has been provided.
2. If Oxipack is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and Oxipack is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, Oxipack is not obliged to pay compensation for damages or other compensation and the customer is not entitled to dissolve the contract on the grounds of any losses thus caused.

20. Intellectual and industrial property

1. Unless explicitly agreed otherwise in writing between Oxipack and the customer, Oxipack is and shall remain the holder of the intellectual property rights which apply to the materials.
2. Oxipack grants the customer the right to use the materials exclusively within and for the benefit of his own organisation, however only after the customer has fulfilled all his obligations (of payment) under the agreement.
3. Any intellectual and industrial property rights resting on products developed by Oxipack and on concepts and lay-outs of these products, shall always remain vested in Oxipack. The customer should respect the intellectual and industrial property rights of Oxipack at all times.
4. If the customer acts contrary to the intellectual and industrial property rights of Oxipack, the customer shall be liable for all damages suffered by Oxipack because of this. By damage, it should be understood, amongst others: profit losses, turnover losses, loss in market share and reputation damage.

21. Modification of the general terms and conditions

1. Oxipack reserves the right to modify the general terms and conditions and to declare the modified general terms and conditions applicable to all existing agreements. Such changes, however, should be notified in good time and in writing or by means of e-mail, and the intended changes should enter into force at least 30 days after the notification.

22. Applicable law and competent court

1. Dutch law is applicable on all agreements between Oxipack and the customer. The applicability of the Vienna Sales Convention is excluded.
2. Any disputes related to agreements between the customer and Oxipack shall be submitted to the competent court in the district where Oxipack is located.