

## General Terms of Delivery

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BTW nr.: NL003138896B01

### **Article 1    APPLICABILITY**

1. These Terms apply to all negotiations, offers, agreements and any resulting obligations between Kompak Nederland B.V., referred to hereinafter as 'Kompak Nederland', and Customer.
2. Any deviations from these Terms shall not be effective unless agreed in writing and shall only apply to the specific Agreement for which they have been agreed.
3. In case Kompak Nederland does not always demand strict observance of these Terms, that does not imply that these Terms would not apply or that Kompak Nederland would lose the right to demand strict observance of these Terms in similar or other cases in future.
4. Nullity of any provision of these Terms will not affect the validity of the other provisions of these Terms.
5. General Terms used by a Customer shall never be binding on Kompak Nederland, unless expressly accepted by Kompak Nederland in writing.

### **Article 2    OFFERS, ORDERS**

1. Offers of Kompak Nederland are always without engagement, and are valid for 30 days, or longer or shorter to the extent as stated in the offer.
2. The offer is based on the information as provided by Customer, such as drawings and dimensions on the basis of those drawings, and any measurements made by Kompak Nederland. Customer is obliged to inform Kompak Nederland of any facts and/or circumstances which may influence the performance of the Agreement.
3. Any services not mentioned in the offer or quotation are not part of the Agreement, and may result in price increases. In case Customer does not accept the offer, Kompak Nederland has the right to charge the costs made in order to draw up the offer,

provided that Kompak Nederland has advised Customer of the existence of these costs directly prior to or on request of the offer.

4. Offers may be revoked by Kompak Nederland within 3 business days after receipt of their written acceptance.
5. Except in case of the possibility to revoke an offer as referred to in the previous paragraph, an Agreement is entered into at that point in time at which Kompak Nederland receives from Customer a written acceptance fully corresponding with the offer and in due time. To the extent that Customer accepts the offer and said acceptance includes minor deviations, such deviations shall not be part of the Agreement entered into with Kompak Nederland, and the Agreement shall be entered into in accordance with the offer made by Kompak Nederland, unless Kompak Nederland accepts in writing the deviations stated by Customer.
6. In case Kompak Nederland performs any service (or part thereof) at Customer's request before full agreement has been reached with respect to the main Agreement, Customer shall pay this performance (or part thereof) on the basis of the rates as current in the market at that point in time.
7. Customer shall ensure that all information specified by Kompak Nederland as necessary - or which Customer should reasonably know to be necessary - for the performance of the Agreement, is provided to Kompak Nederland in good time. If the information necessary for the performance of the Agreement is not provided to Kompak Nederland in good time, Kompak Nederland has the right to suspend the performance of the Agreement and/or to charge to Customer any additional costs caused by the late or delayed delivery, in accordance with the rates as customary in the market.
8. Kompak Nederland is not liable for any damage of whatever kind resulting from Kompak Nederland acting upon incorrect and/or incomplete information provided by Customer, unless the incorrectness or incompleteness easily should have been known to Kompak Nederland.

### **Article 3 PRICES**

1. All prices and contract prices shall be prices for delivery Ex Works (Incoterms 2000), i.e. ex Kompak Nederland's business premises.
2. Our prices are exclusive of VAT, any other taxes, costs and charges, costs of packing and transport, and costs of Insurance, unless expressly agreed otherwise in writing.
3. If a change in price occurs after (part of an) Agreement has been entered into with Customer but prior to completion or delivery of goods, this change will not influence

the agreed price for the goods already ordered, if said change occurs within three months after the Agreement has been entered into. Changes in prices after the above period of three months may be charged to Customer by Kompak Nederland.

4. In case of partial deliveries resulting from a continuing performance contract Kompak Nederland has the right to determine a new price for each new order, and the goods ordered will be supplied at said price. Any prices quoted at the commencement date of a continuing performance contract therefore, are only valid for the first goods to be supplied by Kompak Nederland as they were ordered at the commencement date of the Agreement.
5. On entering into an Agreement with a Customer Kompak Nederland has the right to request a down payment.

#### **Article 4 DELIVERY AND RISK**

1. Delivery takes place Ex Works, unless agreed otherwise.
2. Indicated delivery times shall never be considered final deadlines. In case of nonobservance of the indicated delivery time Kompak Nederland shall not be in default until after a written notification of default sent by Customer, and after Customer has given Kompak Nederland a reasonable period of time to subsequently meet its obligations.
3. Indicated delivery times shall not commence until after all formal requirements necessary for the start of the services have been met, all required documents have been received by Kompak Nederland and Customer has provided Kompak Nederland with any required information necessary for the performance of services.
4. Customer does not have the right to cancel the order and/or refuse to take delivery and/or to pay for the goods due to nonobservance of the delivery time.
5. The costs of and risk of transport, delivery, collection, storage and other services carried out for Customer by Kompak Nederland or carried out as ordered by Kompak Nederland in connection with the order shall be borne by Customer, unless agreed otherwise.
6. Kompak Nederland has the right not to load any goods to which the Dutch Carriage of Dangerous Goods Act ("Wet vervoer gevaarlijke stoffen") applies, if it appears to Kompak Nederland that the means of transport does not meet the requirements of this Act. In that case Kompak Nederland has the right to suspend its obligations until Customer/Carrier has met the requirements concerned. Any costs resulting from such suspension shall be borne by Customer.

**Article 5 OBLIGATION TO TAKE DELIVERY AND QUANTITY**

1. Customer is obliged to give such cooperation as necessary for the performance of the obligation on the part of Kompak Nederland or to stipulate third parties to do so, which expressly includes the obligation to take delivery of the processed goods.
2. If the delivery is delayed or postponed due to circumstances which are at the risk and expense of Customer, storage costs shall be charged to Customer commencing two weeks after the date of the written notification that the goods are ready for shipment. Storage costs are calculated on the basis of the prices for renting out pallet locations as applied by Kompak Nederland, and they shall be charged per month, whereby part of a month may be charged as a full month.
3. In case the goods to be processed by or on behalf of Customer are supplied before the agreed date, storage costs shall be charged in the same way as described in article 5.2.
4. Delivery is considered refused if the delivery of the goods ordered was offered to Customer and/or a third party as specified by Customer but if in the opinion of Kompak Nederland delivery has not been feasible. In that case Customer shall be immediately in default without further notice of default being required. The date at which refusal takes place shall be considered the delivery date of the goods.
5. All costs resulting from the refusal to take delivery shall be borne by Customer, without prejudice to any other rights of Kompak Nederland in connection with Customer's default. Kompak Nederlands expressly considers a fee for storage in accordance with paragraph 2 of this article part of these costs.

**Article 6 COMPLAINTS AND WARRANTY**

1. The obligation to inspect the quantity of the goods delivered is an obligation of Customer's. If Customer does not submit a complaint as soon as possible and in any case not within 48 hours after receipt of the goods delivered, the quantities stated on waybills, delivery notes, invoices and any such documents shall be considered correct.
2. Complaints about invoices must be submitted in writing within 8 days after the day at which the invoice has been sent. Other complaints must be submitted to Kompak Nederland by Customer in writing within 8 days after receipt of the goods or after any defects have been or could have been detected.
3. Once the goods are fully or partially processed they have been approved on account of that, and as a result of that Kompak Nederland's liability for said products will have ended, unless a defect can only be detected by or during processing.

4. If a complaint has been acknowledged as well-founded Kompak Nederland is merely obliged to replace the goods concerned free of charge. Kompak Nederland is not obliged to meet any other obligations such as damages, unless in case of intent and/or gross negligence on the part of Kompak Nederland.
5. If Kompak Nederland is instructed by Customer to manufacture and/or produce specific goods, Customer is obliged to take delivery of these specific goods, and to see to payment in full. Customer is obliged to test any samples/test specimens of the specific goods immediately after they have been received by Customer.
6. If Customer is shown or given a sample or model the sample or model is assumed to be provided as an indication only, and the good does not need to match the sample or model, unless it has been expressly agreed that the good is to match the sample or model.
7. If Customer may enforce any rights on account of the above provisions Customer does not have the right to suspend or set-off any payments.
8. If Kompak Nederland produces goods as specified by and instructed by Customer under an Agreement, Customer guarantees to Kompak Nederland that Kompak Nederland will not infringe on any intellectual property rights of any third parties. Customer indemnifies Kompak Nederland against any claims brought by any third parties in connection with any infringements.

## **Article 7    PAYMENT**

1. Kompak Nederland shall at all times have the right to demand that Customer provides security for the proper and punctual observance of its payment obligations.
2. If delivery takes place in as partial deliveries, each part may be separately invoiced by Kompak Nederland.
3. The term of payment is always 3 weeks after the invoice date or the term as stated on the invoice.
4. If Customer fails to effect payment within the term of payment as specified by Kompak Nederland, Kompak Nederland has the right to charge an interest in the amount of 1.5% per month commencing on the due date, whereby part of a month is considered one month, without prejudice to any other ensuing rights of Kompak Nederland.
5. All costs of extrajudicial collection incurred by Kompak Nederland in order to have Customer fulfil its obligations shall be borne by Customer. These costs are calculated in accordance with the collection rates advised by the "Nederlandse Orde van

Advocaten" at a minimum amount of € 750,--, all the above without prejudice to the right of Kompak Nederland to claim any real damage beyond that amount.

6. Setoff is prohibited unless Kompak Nederland has unconditionally acknowledged a counter claim of Customer in writing.
7. Kompak Nederland has the right to apply any payments made by Customer – irrespective of the specification thereof given by Customer – first in payment of the costs and then in payment of the accrued interest and finally, in payment of the (oldest) principal amount and the current interest.

### **Article 8     **DEFAULT****

1. If Customer does not, not properly or not promptly fulfil any obligation on its part resulting from the Agreement, and also in case of bankruptcy, suspension of payment or if Customer is subject to curatorship and/or in case of discontinuation or liquidation of its enterprise and/or in case part of Customer's assets are attached, Customer shall be considered in default by operation of the law, and in that case Kompak Nederland - at its own discretion, without any ensuing obligation to pay damages and without prejudice to any other rights of Kompak Nederland, without any notice of default or court intervention being required – shall have the right to rescind or to declare the Agreement or part thereof rescinded, or to suspend any (further) performance of the Agreement. In those cases any claims of Kompak Nederland against Customer shall become due immediately, and in those cases Kompak Nederland shall further have the right to demand immediate payment of any amounts payable to Kompak Nederland.
2. As long as payment in full has not taken place and Customer is or will be in default, Kompak Nederland may immediately reclaim any goods supplied, without prior notification of default being required. To that end Customer grants Kompak Nederland the right to enter its sites and premises. In that case the Agreement may be considered rescinded by Kompak Nederland without court intervention, without prejudice to the right of Kompak Nederland to claim a compensation for costs, damage and interest.

### **Article 9     **RESERVATION OF OWNERSHIP****

1. Any goods supplied by Kompak Nederland shall remain the property of Kompak Nederland until that point in time at which Customer has met all its obligations towards Kompak Nederland, including interest and costs. Until the time of full performance, payment or settlement Customer does not have the right to pledge any

goods or transfer the ownership thereof to any third parties unless in the circumstance as described in the following sentence. As part of its normal operating activities Customer is allowed to sell and deliver goods to third parties for the purpose for which they were intended.

2. Customer is obliged to properly insure the goods as referred to in this article. Customer is prohibited to pledge to any third parties or provide to third parties as security in the broadest sense any claims against its insurer as referred to in this paragraph. Payments on account of damage to and loss of the goods as referred to in this article shall replace the goods concerned by substitution and therefore will these payments be forwarded/paid to Kompak Nederland.
3. To the extent that Kompak Nederland should have any other claims against Customer, and Kompak Nederland has supplied goods and/or provided any services to Customer that cannot be subject to a reservation of ownership, Customer creates a nonpossessory pledge on said goods as security for the fulfilment of its obligations towards Kompak Nederland, and Kompak Nederland accepts this nonpossessory pledge. Customer shall on request to that effect made by Kompak Nederland sign a deed creating said pledge. Customer shall guarantee that Customer is entitled to pledge the goods and that the goods are not subject to rights of pledge or restrictive rights, except the rights of Kompak Nederland.
4. In case Customer sells the goods that are subject to a right of pledge towards Kompak Nederland, Customer is obliged on request of Kompak Nederland to create a pledge on its claim against said debtor resulting from the sale.
5. Any and all costs in connection with the creation of and the performance of any required acts in connection with the reservation of ownership including the right of pledge, shall be borne by Customer.

#### **Article 10 RIGHT OF RETENTION**

Kompak Nederland has the right to keep any goods of Customer's which Kompak Nederland may have in its possession until Customer has fulfilled all its obligations towards Kompak Nederland.

#### **Article 11 LIABILITY**

1. Kompak Nederland's liability shall never exceed compensation of the invoice amount or renewed delivery of goods, this at Kompak Nederland's discretion, and to the extent that Kompak Nederland is able to supply such goods.

2. Kompak Nederland's liability shall in no case exceed the maximum amount as is paid by its liability insurance company in that given case, increased by the deductible as applies to the case concerned.
3. Kompak Nederland shall never be liable for consequential damage and (in)direct operating damage, immaterial damage, damage caused by interruption of operating activities, loss of orders, loss of profit, processing costs and such.
4. Customer indemnifies Kompak Nederland against any and all claims brought by third parties, unless said claims are caused by intent on the part of Kompak Nederland.
5. Customer undertakes in all cases to supply the purchased goods delivered to Customer by Kompak Nederland or the goods in which the products of Kompak Nederland are used and/or for which the products of Kompak Nederland are used, with clear instructions for use in the language of the country in which Customer will market said product - unless instructions for use are supplied by Kompak Nederland, which may not be removed - containing warnings for the risks both in case or normal use and in case of improper use of the goods concerned and/or their packaging.

#### **Article 12 PACKAGING**

1. Reusable packaging (packing materials, pallets and such) used for the supply and/or for delivery by Kompak Nederland, will be separately charged in the invoice sent for the goods supplied by Kompak Nederland.
2. Kompak Nederland will send Customer a credit note for returned packaging as referred to in the first paragraph, in good time after receipt of the packaging. Contrary to the above provision Kompak shall not owe any payment in case of packaging returned in poor condition.

#### **Article 13 FORCE MAJEURE**

1. In case of Force Majeure and other circumstances that are such that, according to the principles of reasonableness and fairness, Kompak Nederland cannot be demanded to perform or Kompak Nederland cannot demand performance of the Agreement, the performance of the Agreement may be suspended or – in case said suspension has continued for one year – the Agreement may be terminated by either party by means of a registered letter. In case part of the Agreement has been performed by Kompak Nederland Customer shall owe a proportionate part of the total amount.
2. Force Majeure is understood to include any and all occurrences beyond the control of Kompak Nederland, preventing the normal manufacture or supply of the goods, such as (civil) war, riot, mobilisation, strike, occupation, fire, frost, floods, or any other



disruptions in operations both in the enterprise of Kompak Nederland and in the enterprises which, from which or through which Kompak Nederland obtains materials or orders or processes materials and/or raw materials, late supply of materials, raw materials, fuel etcetera, problems involving transport, lack of fuel and/or raw materials and/or labour, import and export restrictions, measures on the part of the E.U. or government entities, all the above in the broadest sense.

**Article 14 DISPUTES AND APPLICABLE LAW**

1. All negotiations, offers, Agreements and any resulting obligations shall be governed by Dutch law exclusively. The applicability of the Vienna Sales Convention is expressly excluded.
2. Disputes between the parties are adjudicated exclusively by the competent court in the district Breda.
3. These Terms have been filed with the "Kamer van Koophandel en Fabrieken voor West-Brabant".