

General terms and conditions Mesken Haule Packaging & Industrial Automation B.V.

General terms and conditions issued by Mesken Haule Packaging & Industrial Automation B.V., hereinafter referred to as Mesken Haule.

Article 1: Applicability

1.1. These terms and conditions apply to all offers made by Mesken Haule, to all agreements that he concludes and to all agreements arising from this, and other insofar as Mesken Haule is the provider or contractor.

1.2. Mesken Haule is referred to as Mesken Haule. The other party is designated as a client.

1.3. In the event of a conflict between the content of the agreement concluded between the client and Mesken Haule and these terms and conditions, the provisions of the agreement will prevail.

Article 2: Offers

2.1. All offers are without obligation. Mesken Haule has the right to withdraw his offer up to two working days after the acceptance has reached him.

2.2. If the client provides Mesken Haule with information, Mesken Haule may assume that it is correct and complete and will base his offer on this.

2.3. The prices stated in the offer are expressed in euros, exclusive of sales tax and other government levies or taxes. The prices are also exclusive travel, accommodation, packaging, storage and transport costs as well as costs for loading, unloading and cooperating with customs formalities.

Article 3: Confidentiality

3.1. All information provided by or on behalf of Mesken Haule to the client (such as offers, designs, images, drawings and know-how) of whatever nature and in any form whatsoever, are confidential and will not be used by the client for any other purpose than for the execution of the agreement.

3.2. The information referred to in paragraph 1 of this article will not be made public or multiplied by the client.

3.3. If the client violates one of the obligations referred to in paragraphs 1 and 2 of this article, he will owe an immediately payable fine of € 25,000 for each violation. This fine can be claimed in addition to compensation under the law.

3.4. The client must return or destroy the information referred to in paragraph 1 of this article upon first request, within a period set by Mesken Haule, at the option of Mesken Haule. In the event of violation of this provision, the client will owe Mesken Haule an immediately payable fine of € 1,000 per day. This fine can be claimed in addition to compensation under the law.

Article 4: Advice and information provided

4.1. The client cannot derive any rights from advice and information from Mesken Haule that are not directly related to the assignment.

4.2. If the client provides information to Mesken Haule, may Mesken Haule in the execution of the agreement assume the correctness and completeness thereof.

4.3. The client indemnifies Mesken Haule against any claim from third parties with regard to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by or on behalf of the client. The Client will compensate all damage to be suffered by Mesken Haule, including fully incurred costs for defence against these claims.

Article 5: Delivery time / implementation period

5.1. A specified delivery time or implementation period is indicative.

5.2. The delivery period or implementation period only commences when agreement has been reached on all commercial and technical details, all information, including final and approved drawings and the like, are in the possession of Mesken Haule, the agreed payment or instalment has been received and the other conditions for the execution of the assignment has been fulfilled.

5.3. If there are:

circumstances other than Mesken Haule were known when he stated the delivery time or performance period, the delivery time or performance period will be extended by the time Mesken Haule, taking into account his planning, needs to carry out the assignment under these circumstances;

b. additional work, the delivery time or implementation period will be extended by the time Mesken Haule needs, taking into account its planning, to have the materials and parts delivered for this or to have them delivered and to carry out the additional work;

c. suspension of obligations by Mesken Haule, the delivery period or implementation period is extended by the time it needs, taking into account its planning, to execute the assignment after the reason for the suspension has lapsed. Unless proof to the contrary by client, the duration will be

of the extension of the delivery time or implementation period is presumed to be necessary and to be the result of a situation as referred to under a to c above.

5.4. Client is obliged to pay all costs that Mesken Haule incurs or damage that Mesken Haule suffers as a result of a delay in the delivery time or implementation period, as stated in paragraph 3 of this article.

5.5. Exceeding the delivery time or implementation period does not under any circumstances entitle the client to compensation or dissolution. The client indemnifies Mesken Haule against this any claims from third parties as a result of exceeding the delivery time or implementation period.

Article 6: Delivery and transfer of risk

6.1. Delivery takes place at the moment that Mesken Haule makes the good available to the client at its business location and has notified the client that the good is available to him. From that moment on, the Client bears the risk of the good for storage, loading, transport and unloading, among other things.

6.2. The client and Mesken Haule may agree that Mesken Haule will arrange the transport. The risk of, among other things, storage, loading, transport and unloading also lies in that case on client. Client can insure itself against these risks.

6.3. If there is a trade-in and the client retains the good to be exchanged pending delivery of the new good, the risk of the good to be exchanged remains with the client until it has placed it in the possession of Mesken Haule. If the client cannot deliver the good to be exchanged in the condition it was in when the agreement was concluded, Mesken Haule may dissolve the agreement.

Article 7: Price change

Mesken Haule may pass on an increase in cost-determining factors that occurred after the conclusion of the agreement to the client. The client is obliged to pay the price increase at the first request of Mesken Haule.

Article 8: Force majeure

8.1. A shortcoming in the fulfilment of its obligations cannot be attributed to Mesken Haule if this shortcoming is the result of force majeure.

8.2. Force majeure includes the circumstance that third parties engaged by Mesken Haule, such as suppliers, subcontractors and transporters, or other parties on which the client depends, do not or not timely fulfil their obligations, weather conditions, natural disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, roadblocks, strikes or work stoppages, and import or trade restrictions.

8.3. Mesken Haule has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations towards the client due to force majeure. If the force majeure situation has ceased, Mesken Haule will fulfil his obligations as soon as his planning permits.

8.4. In the event of force majeure and compliance is or becomes permanently impossible, or if the temporary force majeure situation has lasted more than six months, Mesken Haule is authorized to dissolve the agreement in whole or in part with immediate effect. In those cases, the client is authorized to terminate the agreement with immediate effect but only for that part of the obligations that has not yet been fulfilled by Mesken Haule.

8.5. The parties are not entitled to compensation for damage suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this article.

Article 9: Scope of the work

9.1. The Client must ensure that all permits, exemptions and other decisions that are necessary to carry out the work are obtained in a timely manner. The client is obliged to send him a copy of the aforementioned documents at the first request of Mesken Haule.

9.2. Unless otherwise agreed in writing, the work does not include:

- a. earthwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or other construction work;
- b. realizing connections for gas, water, electricity, internet or other infrastructural facilities;
- c. measures to prevent or limit damage to, theft or loss of items present at or near the workplace;
- d. removal of materials, building materials or waste;
- e. vertical and horizontal transport;

Article 10: Additional work

10.1. Changes to the work will in any case result in additional work if:

- a. There is a change in the design, the specifications or the specifications;
- b. The information provided by the client does not correspond to reality;
- c. Estimated quantities deviate by more than 5%.

10.2. Additional work is calculated on the basis of the price-determining factors that apply at the time the additional work is performed. The client is obliged to pay the price of the additional work at the first request of Mesken Haule.

Article 11: Performance of the work

11.1. The Client will ensure that Mesken Haule can carry out its activities undisturbed and at the agreed time and that it is provided with the necessary facilities for the performance of its activities, such as:

- a. gas, water, electricity and internet;
- b. heating;
- c. lockable dry storage space;
- d. facilities prescribed on the basis of the Working Conditions Act and regulations.

11.2. The client bears the risk and is liable for damage to and theft or loss of goods belonging to Mesken Haule, the client and third parties, such as tools, materials intended for the work or equipment used for the work, which are located at or near the place where the work is performed or at another agreed location.

11.3. Without prejudice to the provisions of paragraph 2 of this article, the client is obliged to take out adequate insurance against the risks referred to in that paragraph. In addition, the client must provide insurance for the work risk of the equipment to be used. At first request, the client must send Mesken Haule a copy of the relevant insurance policy (s) and proof of payment of the premium. In the event of damage, the client is obliged to report this immediately to its insurer for further treatment and settlement.

Article 12: Completion of the work

12.1. The work is considered completed in the following cases:

- a. if the client has approved the work;
- b. when the work has been taken into use by the client. If the client takes part of the work into use, that part will be considered completed;
- c. if Mesken Haule has notified the client in writing that the work has been completed and the client has not communicated in writing within 14 days after the date of the notification has stated that the work has not been approved;
- d. if the client does not approve the work on the basis of minor defects or missing parts that can be repaired or delivered within 30 days and which do not hinder the commissioning of the work.

12.2. If the client does not approve the work, he is obliged to inform Mesken Haule in writing, stating reasons. Client must give Mesken Haule the opportunity to deliver the work as yet.

12.3. The client indemnifies Mesken Haule against claims from third parties for damage to parts of the work that have not been completed, caused by the use of already delivered parts of the work.

Article 13: Liability

13.1. In the event of an attributable shortcoming, Mesken Haule is still obliged to fulfil its contractual obligations, with due observance of Article 14.

13.2. Mesken Haule's obligation to compensate damage, on whatever basis, is limited to that damage against which Mesken Haule is insured under an insurance policy taken out by or on its behalf. However, the scope of this obligation is never greater than the amount covered by this insurance in the case in question is paid.

13.3. If Mesken Haule cannot invoke paragraph 2 of this article for whatever reason, the obligation to compensate damage is limited to a maximum of 15% of the total contract amount (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the contract amount for that part or that partial delivery. In the case of continuing performance contracts, the obligation to compensate damage is limited to a maximum of 15% (excluding VAT) of the contract amount owed over the last twelve months prior to the damage-causing event.

13.4. Not eligible for reimbursement:

- a. consequential damage. Consequential damage includes inter alia business interruption damage, loss of production, lost profit, fines, transport costs and travel and accommodation costs;
- b. oversight damage. Supervision damage is understood to mean, among other things, damage caused by or during the performance of the work to items that are being worked on or to objects located in the vicinity of the place where the work is carried out;
- c. damage caused by intent or deliberate recklessness on the part of auxiliary persons or non-managerial subordinates of Mesken Haule. The Client can insure itself against these damages if possible.

13.5. Mesken Haule is not obliged to compensate for damage to material supplied by or on behalf of the client as a result of improper processing.

13.6. The client indemnifies Mesken Haule against all claims from third parties due to product liability as a result of a defect in a product that has been supplied by the client to a third party and of which the products or materials supplied by Mesken Haule form part. The client is obliged all for Mesken Haule in this related damage, including the (full) costs of defense.

Article 14: Guarantee and other claims

14.1. Unless otherwise agreed in writing, Mesken Haule guarantees the proper execution of the agreed performance for a period of six months after delivery or completion, as further elaborated in the following paragraphs.

14.2. If the parties have agreed on deviating warranty conditions, the provisions of this article will apply in full, unless this is in conflict with those deviating warranty conditions.

14.3. If the agreed performance has not been properly executed, Mesken Haule will make the choice within a reasonable period of time whether it will still perform it properly or credit the client for a proportional part of the assignment amount.

14.4. If Mesken Haule chooses to properly perform the performance as yet, he will determine the manner and time of execution himself. The client must in all cases offer Mesken Haule the opportunity to do so. If the agreed performance (partly) consisted of the processing of material supplied by the client, the client will serve to supply new material at his own expense and risk.

14.5. Parts or materials that are repaired or replaced by Mesken Haule must be sent to him by the client.

14.6. At the expense of the client:

- a. all transportation or shipping charges;
- b. costs for disassembly and assembly;
- c. travel and accommodation costs and travel hours.

14.7. Mesken Haule is only obliged to implement the guarantee if the client has fulfilled all its obligations.

14.8. a. Warranty is excluded for defects that are the result of:

- normal wear and tear;
- improper use;
- not or incorrectly performed maintenance;
- installation, assembly, modification or repair by the client or by third parties;
- defects in or unsuitability of goods originating from or prescribed by the client;
- defects in or unsuitability of materials or aids used by the client.

b. No guarantee is given on:

- goods delivered that were not new at the time of delivery;
- inspecting and repairing the client's goods;
- parts for which a manufacturer's warranty has been provided.

14.9. The provisions of paragraphs 3 to 8 of this article apply mutatis mutandis to any claims by the client on the grounds of breach of contract, non-conformity or any other basis whatsoever.

Article 15: Complaint obligation

15.1. The Client can no longer invoke a defect in performance if it has not made a written complaint to Mesken Haule about this within fourteen days after it has discovered or should reasonably have discovered the defect.

15.2. Client must submit complaints about the invoice to Mesken Haule in writing within the payment term, under penalty of forfeiture of all rights. If the payment term is longer than thirty days, the client must make a written complaint within thirty days of the invoice date.

Article 16: Uncollected items

16.1. After the delivery period or implementation period, the client is obliged to actually purchase the item or items that are or are the subject of the agreement at the agreed location.

16.2. The client must cooperate fully free of charge to enable Mesken Haule to deliver.

16.3. Uncollected items are stored at the expense and risk of the client.

16.4. In the event of violation of the provisions of paragraph 1 or 2 of this article, after Mesken Haule has given notice of default, the client will owe Mesken Haule a fine of € 250 per day with a maximum of € 25,000. This fine can be claimed in addition to compensation under the law.

Article 17: Payment

17.1. Payment is made at the place of business of Mesken Haule or into an account to be designated by Mesken Haule.

17.2. Unless otherwise agreed, payment will be made within 30 days of the invoice date.

17.3. If the client does not fulfil his payment obligation, he is obliged, instead of paying the agreed sum of money, to comply with a request from Mesken Haule for payment in payment.

17.4. The right of the client to set off its claims against Mesken Haule or to suspend the fulfilment of its obligations is excluded, unless is in suspension of payment or bankruptcy of Mesken Haule or the statutory debt rescheduling applies to Mesken Haule.

17.5. Regardless of whether Mesken Haule has fully executed the agreed performance, everything that the client owes or will owe to him under the agreement are immediately due and payable if:

- a. a payment term has been exceeded;
- b. the client does not fulfil its obligations under Article 16;
- c. bankruptcy or suspension of payment of the client has been applied for;
- d. attachment is levied on the client's goods or claims;
- e. client (company) is dissolved or liquidated;
- f. the client (natural person) submits a request to be admitted to statutory debt rescheduling, is placed under guardianship or has died.

17.6. In the event of delay in the payment of a sum of money, the Client will owe Mesken Haule interest on that sum of money with effect from the day following the day that has been agreed as the final day of payment up to and including the day on which the client has paid the sum of money. If the parties have not agreed a final day of payment the interest is due from 30 days after due and payable.

The interest is 12% per year, but is equal to the statutory interest if this is higher. In the interest calculation, a part of the month is seen as a full month. Every time at the end of a year, the amount on which the interest is calculated is increased by the interest payable for that year.

17.7. Mesken Haule is authorized to set off its debts to the client against claims against the client by companies affiliated to Mesken Haule. In addition, Mesken Haule is authorized to set off its claims against the client against debts owed to the client by companies affiliated to Mesken Haule. Furthermore

Mesken Haule is entitled to set off its debts to the client against claims on companies affiliated to the client. Affiliated companies are understood to mean: all companies that belong to the same group, within the meaning of Article 2: 24b of the Dutch Civil Code and a participating interest within the meaning of Article 2: 24c of the Dutch Civil Code.

17.8. If payment has not been made on time, the client will owe Mesken Haule all extrajudicial costs, with a minimum of € 75.00. These costs are calculated on the basis of the following table (principal sum including interest):

about the first	€ 3.000,-	15%
on the excess up to	€ 6.000,-	10%
on the excess up to	€ 15.000,-	8%
on the excess up to	€ 60.000,-	5%
over the excess from	€ 60.000,-	3%

The extrajudicial costs actually incurred are owed if they are higher than those resulting from the above calculation.

17.9. If Mesken Haule is wholly or largely in the right in legal proceedings, all costs he has incurred in connection with these proceedings will be borne by the client.

Article 18: Collateral

18.1. Regardless of the agreed payment conditions, the client is obliged to provide sufficient security for payment at the first request of Mesken Haule, in its opinion. If the client does not comply with this within the set term, he will immediately be in default. In that case Mesken Haule has the right to dissolve the agreement and to recover its damage from the client.

18.2. Mesken Haule remains the owner of the delivered goods as long as the client:

- a. has not fulfilled its obligations under any agreement with Mesken Haule;
- b. claims arising from non-compliance with the aforementioned agreements, such as damage, penalties, interest and costs.

18.3. As long as the goods delivered are subject to retention of title, the client may not encumber or alienate them outside his normal business operations. This clause has property law effect.

18.4. After Mesken Haule has invoked his retention of title, he may take back the delivered goods. Client will cooperate fully in this regard.

18.5. If the client has fulfilled its obligations after the goods have been delivered to him by Mesken Haule in accordance with the agreement, the retention of title with regard to these goods will be revived if the client does not fulfil its obligations under a later concluded agreement.

18.6. Mesken Haule has a right of pledge and a right of retention on all goods that it has or will receive from the client for whatever reason and for all claims it has or may acquire against the client.

Article 19: Intellectual property rights

19.1. Mesken Haule is regarded as maker, designer or inventor of the works, models or inventions created within the framework of the agreement. Mesken Haule therefore has the exclusive right to apply for a patent, trademark or model.

19.2. Mesken Haule does not transfer any intellectual property rights to the client during the execution of the agreement.

19.3. If the performance to be delivered by Mesken Haule (partly) consists of the delivery of computer software, the source code will not be transferred to the client. The Client will only receive a non-exclusive, worldwide and perpetual user license for the computer software for the normal use and proper functioning of the item. The client is not allowed to transfer the license or to issue a sub-license. When the good is sold by the client to a third party, the license is automatically transferred to the acquirer of the good.

19.4. Mesken Haule is not liable for damage suffered by the client as a result of an infringement of the intellectual property rights of third parties. Client indemnifies Mesken Haule against any claim from third parties with regard to an infringement of intellectual property rights.

Article 20: Transfer of rights or obligations

The Client cannot transfer or pledge any rights or obligations under any article from these general terms and conditions or the underlying agreement (s), subject to prior written permission from Mesken Haule. This clause has property law effect.

Article 21: Termination or cancellation of the agreement

21.1. Client is not authorized to terminate or cancel the agreement, unless Mesken Haule agrees to this. With the consent of Mesken Haule, the client will owe Mesken Haule an immediately due and payable compensation amounting to the agreed price, minus the savings resulting for Mesken Haule from the termination. The compensation is at least 20% of the agreed price.

21.2. When the price is made dependent on the actual costs to be incurred by Mesken Haule (cost-plus basis), the compensation as referred to in the first paragraph of this article is estimated on the sum of the costs, labour hours and profit that Mesken Haule expects to pay over the entire assignment.

Article 22: Applicable law and competent court

22.1. Dutch law is applicable.

22.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor do any other international regulations from which exclusion is permitted.

22.3. The Dutch civil court with jurisdiction in Mesken Haule's place of business takes cognizance of any disputes. Mesken Haule may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.