

GENERAL TERMS AND CONDITIONS
of International Quality Packing B.V. ('I.Q. Packing')
Having its registered office in Waddinxveen, the Netherlands

1. The terms and conditions herein shall apply to the exclusion of the terms and conditions of our clients to the services we provide to and the work we perform for our clients.
2. In the event that I.Q. Packing, at its option, for the purpose of carrying out the assignment, employs the services of auxiliary persons and/or third parties, the customary sector-specific terms and conditions and the terms and conditions used by these auxiliary persons and/or third parties shall also apply to the relationship between I.Q. Packing and its client.
3. Any and all instructions for receiving and packing of goods - hereinafter also referred to as "product"-: sorting, repacking, labelling, marking, weighing, stripping of containers, unloading and loading of containers or trucks and any other activities assigned to I.Q. Packing will be carried out at the expense of the client of I.Q. Packing. The product put into I.Q. Packing's care by the client remains at the client's risk at all times.
4. I.Q. Packing is liable for loss and/or damage as a result of a decrease in value of the product put in I.Q. Packing's care, but only if this damage or the loss is caused by attributable failures on the part of I.Q. Packing or its auxiliary persons, such with due observance of the limitations and exclusion of the liability as referred to hereinafter in these terms and conditions.
5. I.Q. Packing is not liable for damage as a result of a loss of or decrease in quality, weight, properties, changes in appearance or colour, taste or any other decline relating to the nature or type of product received from a client.
6. Living products are subject to changes in weight and pursuant to the stipulations of Article 5. hereinabove, I.Q. Packing is therefore not liable either for any loss and/or damage sustained by the client due to loss of weight of the product after it has been packaged, for instance, because the weight specified on the packaging differs from the actual weight at any point in time after being packaged. The client himself should, in connection with a possible loss of weight of the product after being packaged, give instructions for an adjusted higher weight at the time of packaging.
7. I.Q. Packing is not liable for any other loss and/or damage sustained by the client, such as, for instance, loss of profits, the costs incurred by taking the product back in connection with faulty packaging, wrong labelling or incorrect specification of data, consequential loss and/or damage or other loss and/or damage.
8. In case I.Q. Packing is liable for any loss and/or damage, the liability of I.Q. Packing to clients and third parties will be limited to double the invoice amount pertaining to the consignment or consignments concerned, for which instructions have been given and in the course of which the loss and/or damage has occurred, such to a

maximum of EUR 25,000 (twenty-five thousand euro) per incident or series of incidents arising from the same cause.

9. The liability limitations in these general terms and conditions shall also apply if I.Q. Packing is liable for errors committed by auxiliary persons and/or third parties engaged by I.Q. Packing as well as for loss and/or damage due to defective equipment, machines, software, databases or communications by means of the internet or faulty packaging materials used by I.Q. Packing in the execution of the instructions.
10. If it is not possible to carry out all or part of the assignment (in time) owing to circumstances beyond one's control (force majeure), I.Q. Packing will not be liable for any loss and/or damage the client sustains as a result thereof. In these terms and conditions the term 'force majeure' refers to any and all circumstances beyond the control of I.Q. Packing, which are not at I.Q. Packing's risk, including but not limited to illness of employees, war, uprising, strike, government measure, fire, shortage of raw materials, energy supply interruptions, flooding, breakdown of machines and installations, irregularities in or problems with the transport and/or the supply of materials and other goods necessary for the execution of the assignment, which have been obtained at or purchased from suppliers.
11. Liability for loss and/or damage caused by willful misconduct or gross negligence considered equivalent thereto or acts by auxiliary persons or third parties is excluded.
12. An insurance covering loss or damage caused by fire is never included in the assignment, unless otherwise agreed. I.Q. Packing will not be liable for any damage caused to the stored product nor for any loss and/or damage referred to in Article 7 herein if this damage has been caused by fire or where it is a fire-related damage. Liability for fire damage caused by willful misconduct or gross negligence considered equivalent thereto on the part of employees or auxiliary persons or third parties is excluded.
13. If, at the request of the client, I.Q. Packing is to arrange for packaging materials or any other logistical supplies, I.Q. Packing will be free to decide on where it will obtain or purchase these packaging materials or logical supplies, unless specific instructions have been expressly provided.
Purchase and use thereof will always be at the client's risk.
14. All invoices shall be paid without deferment or setoff within a payment term of 14 days. If the payment term is exceeded, the statutory default interest rate will be payable without a notice of default being required.
15. If I.Q. Packing takes collection measures against the defaulting client, the costs involved therein, with a minimum of 10% of the outstanding amount, will be charged to the client.
16. I.Q. Packing is entitled to exercise the right of retention in respect of a client or any third party requiring the surrender of a product put in I.Q. Packing's care until all outstanding invoices, including interest and costs, have been paid. And I.Q. Packing has a possessory pledge in respect of the client and third parties on all products and packaging materials put in I.Q. Packing's care as additional security for the payment of outstanding invoices relating to the consignment which is still stored at I.Q. Packing and to the invoices already due in connection with assignments carried out earlier.

17. When delivery takes place to a client or his customers or buyers, I.Q. Packing acts as the client's authorized representative and at the client's risk and expense.
18. Upon receipt and delivery of the goods, to the extent practically possible, I.Q. Packing will inspect these goods for number (quantity) and externally visible damage and will, however without assuming any liability in that respect, pass its findings onto the client, which, subsequently, at his discretion and for his assessment will need to take steps, such as engaging an expert, submitting a claim for liability and/or to take legal action against third parties for these damages.
19. If the quantity of product offered shows a more than superficial or negligible difference from the agreed quantity for which instructions have been given to process these goods, I.Q. Packing is entitled to charge the client for the costs incurred by I.Q. Packing, for instance, for hiring of extra personnel and/or space/capacity/ material and suchlike.
20. The client shall, upon delivery of the product to him or to the carrier engaged by him or the buyer or the carrier engaged by I.Q. Packing at the client's risk and expense, inspect the goods for externally visible damages or defects. Complaints shall be made known to I.Q. Packing in writing or by email within 24 hours of delivery as referred to herein. This is an expiry period. Any liability for damages which are reported thereafter is excluded.
21. The client is liable to I.Q. Packing for loss and/or damage caused by defects to the product received by I.Q. Packing for processing and/or packaging. The client is liable for loss and/or damage caused by his employees or by third parties or auxiliary persons engaged by the client. The client indemnifies I.Q. Packing against any liability of third parties, which is in any way connected with the work carried out for the client.
22. All costs relating to the removal and/or destruction of goods or packaging material shall be at the client's risk and expense and must be paid immediately upon specification thereof without setoff.
23. If any stipulation of these terms and conditions cannot be applied, either wholly or in part, the remaining stipulations will remain unimpaired and I.Q. Packing and the client will act as far as possible in the spirit of the stipulation which does not apply.
24. These terms and conditions are available in English and German, in addition to the text of the Dutch version. In the event of a difference in understanding about the interpretation of any stipulation of these terms and conditions, the Dutch text will prevail.
25. The agreement concluded between the parties is governed by Dutch law. Any disputes that may arise in connection with these general terms and conditions will be settled in accordance with the TAMARA arbitration rules (www.tamara-arbitration.nl).
26. I.Q. Packing is at any time entitled to amend the general terms and conditions herein. The most current version can be found on www.iq-packing.nl.