

Article 1: Definitions**Article 2: General****Article 3: Quotation and Formation of the Agreement****Article 4: Cancellation****Article 5: Price and Price Changes****Article 6: Payment Terms****Article 7: Delivery & Delivery Period****Article 8: Tools, Printing Plates and Retention Period****Article 9: Transfer of Risk****Article 10: Deviations and Product Characteristics****Article 11: Defects and Complaints****Article 12: Advisory Services****Article 13: Amendment of the Agreement****Article 14: Collection Costs****Article 15: Retention of Title****Article 16: Force Majeure****Article 17: Responsibility and Liability****Article 18: Governing Law and Jurisdiction****Article 1: Definitions**

In these general terms, the following definitions shall apply:

- A. The Client: the natural or legal person who has given the Supplier an order to manufacture goods or to perform work;
- B. Assignment: all work requested by the Client and accepted by the Supplier in the context of the manufacture of goods or the provision of services.
- C. Supplier: PurePack B.V., a private company with limited liability, registered with the Chamber of Commerce under number 77257294 and with its registered office at Guido Gezellelaan 10 in Harderwijk, which has accepted the order referred to under B or has issued a quotation or offer prior to a possible order.
- D. PPWR: the (EU) Packaging and Packaging Waste Regulation and related implementing rules.
- E. EPR/UPV: (extended) producer responsibility for packaging and related obligations, including but not limited to registration, reporting, and contributions.
- F. Verpact contribution: all costs, contributions and/or surcharges arising directly or indirectly from participation, reporting or payments within the Dutch packaging EPR system (including tariff modulation).

Article 2: General

1. These delivery terms and conditions apply to the formation, content and performance of all agreements concluded between the Client and the Supplier, as well as to all quotations issued by the Supplier.
2. The general (purchase) terms and conditions of the Client are expressly excluded from applicability to any agreement concluded between the parties, unless otherwise agreed by the parties in accordance with paragraph 3.
3. The general (purchase) terms and conditions of the Client shall only apply if it has been expressly agreed in writing that such terms and conditions shall apply to the agreement between the parties, to the exclusion of these delivery terms and conditions.
4. The Client shall provide the Supplier, in a timely, complete and accurate manner, with all data, specifications and other information required for quotation, design, production and delivery, and shall provide all reasonable cooperation.
5. To the extent that any alleged defect, non-conformity, failure or damage results (in whole or in part) from incorrect or incomplete data or information provided by the Client, or from materials supplied by the Client, the Client shall not be entitled to rely on such defect, non-conformity, failure or damage against the Supplier.
6. In such case, all resulting costs and consequences (including additional work and/or delays) shall be borne by and at the risk of the Client.

Article 3. Quotation and Formation of the Agreement

1. All budgets, offers and quotations made by the Supplier shall be without obligation. Quotations made by the Supplier shall be valid for 14 days from the date on the quotation, unless otherwise stated.

2. The agreement is confirmed when an order confirmation, signed by both parties, is received by the Supplier.
3. In the event that the Client orders or confirms in another manner, the agreement shall be binding in accordance with the quotation when the Supplier receives the purchase order.
4. Any order confirmation - whether verbal or written - that deviates from the quotation issued by the Supplier shall not be binding on the Supplier unless the Supplier expressly agrees to the deviating order confirmation in writing.
5. Prices are ex works, unless stated otherwise in the quotation.
6. The prices of services to be provided by the Supplier are exclusive of VAT.

Article 4. Cancellation

1. The Client shall be entitled to cancel an agreement before the Supplier has started to carry out the agreement, provided that the Client compensates the Supplier for the damage that has arisen as a result. This damage shall include the losses suffered by the Supplier and the loss of profit and, in any case, the costs that the Supplier has already incurred in connection with the preparation, including those for reservation of production capacity, purchased materials, services supplied and storage.

Article 5. Price and Price Changes

1. All prices stated are exclusive of VAT, transport costs, postage, author's corrections, and any other government-imposed levies, unless otherwise stated or agreed between the Client and the Supplier.
2. In addition to the price quoted and agreed, Supplier reserves the right to invoice for the following: extra costs incurred if the basic material supplied turns out to be incomplete or unsuitable, or if the Client makes corrections or changes to the delivery of the material after the work has started, costs associated with unexpected steep increases in raw material prices after creation of the agreement and prior to delivery or costs associated with additional services.
3. All Verpact contributions and other EPR/UPV-related costs incurred or payable by the Supplier in connection with the delivery to the Client shall be borne by the Client and shall be entitled to be passed on to the Client by the Supplier
4. Any changes in tariffs, classifications or systems relating to Verpact/EPR/UPV shall be entitled to be passed on by the Supplier as from the date such changes take effect.
5. The Supplier is entitled to state such costs as a separate surcharge on the invoice or to include them in the agreed price.

Article 6. Payment Terms

1. Irrespective of the agreed payment conditions, the Supplier shall at all times be entitled to require security for payment, and the processing of the order and/or services shall be entitled to be suspended if such security is not provided within a reasonable period of time.
2. Invoices issued by the Supplier shall be paid in full by the Client within the period stated on the invoice and in the currency indicated therein.
3. Upon expiry of the payment term, the Client shall be in default without any notice of default being required. In such case, the Client shall be granted a period of two weeks by the Supplier in which to fulfil its obligations. Upon expiry of this period, the Client shall be deemed to be in default. From the moment the Client is in default, interest shall be due on the outstanding amount at a rate of 1% per month or part thereof during which the amount remains unpaid. In the event of liquidation, bankruptcy or suspension of payments of the Client, all obligations of the Client shall become immediately due and payable in full.
4. Without prejudice to the provisions of Article 13, all judicial and extrajudicial costs incurred in connection with the collection of invoices that have not been paid, or not paid on time, shall be borne by the Client, amounting to at least 15% of the amount to be collected, with a minimum of €150. This shall not affect the Supplier's right to claim additional damages.

5. Any payments made by the Client shall first be applied to settle all interest and costs due, and subsequently to settle the oldest outstanding and payable invoices, even if the Client states that the payment relates to a later invoice.
6. A down payment may be required by the Supplier. If such down payment is not made by the Client, the Supplier's delivery obligations shall be automatically suspended.
7. If costs must be incurred for the execution of an assignment, advance payment of such costs may be required by the Supplier.
8. During the execution of an assignment, interim invoices may be issued by the Supplier.
9. The Client shall not be entitled to suspend or set off any payments on the basis of questions, differences in interpretation or disputes relating to PPWR, EPR/UPV or Verpact, unless and to the extent that a breach attributable to the Supplier in the performance of the agreement has been demonstrably established. If the Client is of the opinion that such a breach exists, the Supplier must be notified thereof in writing and with substantiation, and a reasonable period for performance shall be granted to the Supplier.

Article 7. Delivery & Delivery Period

1. Delivery shall be made to the delivery address agreed with the Client, unless otherwise agreed between the parties.
2. Delivery shall take place at the agreed time; however, such time shall never be deemed to be of the essence. If delivery at the agreed time is not possible, the Supplier shall be entitled—after notifying the Client—to effect delivery within a reasonable period of time. If such reasonable period is exceeded, the Supplier shall not be in default until written notice of default has been given by the Client.
3. Unless expressly agreed otherwise in writing, late delivery shall not entitle the Client to any compensation, termination of the agreement, or suspension of any obligation towards the Supplier.
4. The Supplier shall not be liable for any damage resulting from delays caused by acts or omissions of the Client or by force majeure as referred to in Article 15. During such delays, the delivery period shall be extended accordingly, or—if the force majeure situation continues for more than one month—the agreement may be terminated by the Supplier.
5. If fluctuations in the market or other socio-economic events result in a significant increase in delivery costs, such costs may be charged to the Client by the Supplier. In such case, the Supplier shall consult with the Client prior to passing on such costs.
6. In the case of call-off delivery, the goods shall be taken delivery of by the Client within three months after the goods have been made ready for delivery.
7. If no delivery date has been agreed, the delivery period shall be determined by the Supplier.
8. If the Client fails to take delivery of the goods that are ready for delivery within the agreed period, the risk shall nevertheless pass to the Client. Any costs associated with the storage of the goods shall be borne by the Client.

Article 8. Tools, Printing Plates and Retention Period

1. For the purposes of these general terms and conditions, "Tools" shall mean all (auxiliary) means required for the manufacture of the goods, including but not limited to cutting dies, matrices, moulds, forms, printing plates/clichés, cutting and sealing tools and other production aids, regardless of whether these have been developed at the request of the Client and/or charged to the Client (whether or not as a one-time investment).
2. Tools shall be subject to wear and tear, ageing and technical limitations. Any (one-time) investment paid by the Client shall solely relate to the manufacture and/or commissioning of the relevant Tools and shall not constitute any guarantee of unlimited lifespan, unlimited reusability or continued availability of the Tools for (unchanged) repeat orders.
3. If Tools become worn, damaged, technically unsuitable or otherwise unusable, the Supplier shall be entitled to have new Tools manufactured, or to replace or repair such Tools in order to execute the (repeat) order. The costs of manufacture, replacement, repair, (re-)setting and/or (re-)

calibration of the Tools shall be borne by the Client, unless otherwise agreed in writing between the parties.

4. The Supplier shall not be obliged to retain, store or archive the Tools indefinitely. The Tools shall be retained for as long as may reasonably be expected of the Supplier, taking into account, inter alia, the condition of the Tools, quality and safety requirements, traceability, storage capacity and operational considerations.
5. Unless otherwise agreed in writing, the Client's right to claim the availability of the Tools shall lapse if no (repeat) order has been placed within a period of eighteen (18) months for which the relevant Tools are reasonably required. Upon expiry of this period, the Supplier shall be entitled to destroy, dispose of or otherwise decommission the Tools, without the Client being entitled to any compensation or damages.
6. At the request of the Client, the Supplier may—where reasonably feasible—cooperate in making the Tools available or transferring them. All associated costs (including disassembly, handling, administration, packaging and transport) shall be borne by the Client. The Supplier shall not be liable for the condition or continued usability of the Tools after such provision or transfer, unless otherwise agreed in writing.
7. Any extension of delivery periods or delays arising from the manufacture, replacement, repair or (re-)setting of Tools shall not be at the expense or risk of the Supplier, to the extent that such delay is not attributable to the Supplier.

Article 9. Transfer of Risk

1. The risk of dispatch and transport of the completed work shall at all times be on an ex works basis.
2. The risk relating to the goods to be delivered shall pass from the Supplier to the Client at the moment the goods leave the Supplier's premises, irrespective of the method of shipment agreed between the parties.
3. In the case of carriage paid delivery, the most economical method of shipment shall be used. Any alternative method of shipment requested by the Client shall be at the Client's expense.
4. If the Client signs the consignment note or otherwise confirms in writing that the goods have been received, this shall constitute confirmation that the delivery was complete and externally in good condition.
5. Any delay or hindrance in transport shall not be at the expense or risk of the Supplier, unless caused by the Supplier's intent or gross negligence.

Article 10. Deviations and Product Characteristics

1. Tolerances between the work and/or product delivered, and the original design, drawing, copy or old model, or the typesetting, printing or other sample respectively, cannot constitute a reason for rejection, discount, dissolution of the agreement or compensation of the damages, if they are minor.
2. In assessing the question of whether or not deviations in the totality of the work should be considered minor, a representative sample from the work will be taken into account, unless it concerns individually determined items.
3. Deviations which, taking all circumstances into account, do not reasonably have any impact or only a minor impact on the utility value of the work, will always be considered minor ("Customary deviations").
4. Over- or under-deliveries with respect to the agreed quantity shall be allowed as Customary deviations if they do not exceed or fall short of the following delivery margins:

- a. for paper goods:
 - 20% for orders with a net weight up to 500kg
 - 10% for orders with a net weight over 500kg
- b. for cardboard packaging:

- 20% for orders with a net weight up to 500kg
- 10% for orders with a net weight over 500kg
- c. for corrugated cardboard boxes:
 - 20% for orders up to 1.000 pieces.
 - 15% for orders over 1.000 pieces.
- d. plastic, multilayer film and biobased packaging:
 - 30% for orders with a net weight up to 500 kg.
 - 20% for orders with net weight between 500 and 1000 kg.
 - 15% for orders with a net weight over 1000 kg.
- 5. Any over- or under-delivered quantities shall be invoiced or credited accordingly.
- 6. An order is understood to mean one batch in one format and quality. Invoicing is based on the actual quantity delivered.
- 7. Gram weight. The permissible deviation from an agreed gram weight amounts to the following for paper: up to and including 39 gr/m² 8% 40-59 gr/m² 5% 60 and more gr/m² 4% and for cardboards: up to 500 gr/m² 5% from 500 gr/m² 8%
- 8. Dimensions of corrugated cardboard boxes are measured on the inside and the measurements are given in the order of length, width, height. For sheets, the first measurement listed is parallel to the direction of the wave (meaning the direction of a wave ridge and valley).
- 9. If a maximum or minimum value is agreed upon, the double deviation downwards or upwards respectively shall be permitted.
- 10. For specifications other than those mentioned in this article, the deviation permitted at previous delivery and, in case of lack thereof, the usual deviations shall be allowed.
- 11. The composition of the goods is indicative. The precise composition of the goods may vary, which shall not entitle the Client to refuse delivery of the goods or to dissolve the agreement.
- 12. The Client is informed that the goods have a limited shelf life. If the goods are stored under the right conditions (dry and free of dust, between 5 and 25 degrees Celsius), the goods will have a maximum shelf life of 6 months.
- 13. The Client is informed that printing on the goods may fade over time or due to contact with other goods. The Client shall not be entitled to complain about this.
- 14. The Client shall not be entitled to claim after the expiration of the shelf life
- 15. The Client shall not be entitled to complain if the goods have been treated or processed.

Article 11. Defects and Complaints

1. Without prejudice to the provisions of Article 9(4), the delivered goods shall be inspected by the Client upon delivery, or as soon as reasonably possible thereafter, and in any event within five (5) working days, for any defects. In doing so, it shall be verified whether the goods conform to the agreement, including whether the correct goods have been delivered, whether the delivered goods correspond to the agreed quantity, and whether the delivered goods correspond to the agreed quality.
2. If a situation as referred to in Article 7(8) occurs, the complaint period as referred to above shall nevertheless commence at the moment the goods are ready for delivery.
3. If any defect or shortcoming is identified, this shall be notified to the Supplier in writing within five (5) working days after delivery. The complaint shall include a detailed description of all aspects of the defect.
4. Customary Deviations in the delivered goods, as referred to in Article 10, shall not give rise to any right of complaint.
5. Complaints not received by the Supplier within the time limits specified in this Article shall not be considered, unless the Supplier decides otherwise.
6. In the event of a defect in the delivered goods or any other failure in performance on the part of the Supplier, the Client shall grant the Supplier a reasonable period to remedy such failure, failing which the Supplier shall not be deemed to be in default.
7. The Client shall be obliged to accept reasonable proposals made by the Supplier for the remedy of defects.



8. Goods may only be returned with the Supplier's prior written consent. If goods are returned on the basis of an alleged defect, the Supplier shall be entitled to inspect the goods and to have the Client's complaints investigated. If the Supplier determines that the complaint is unfounded, all costs relating to return and redelivery shall be borne by the Client.
9. A defect affecting only a limited part of the delivered goods shall not entitle the Client to reject the entire delivery.
10. If the goods have been produced in accordance with a working drawing that has been agreed in writing in advance and approved by the Client, no complaint may be made in respect thereof.
11. The submission of a complaint by the Client, even if timely, shall not release the Client from its obligation to fulfil its payment obligations.

Article 12. Advisory Services

1. It may be agreed between the Client and the Supplier that advisory services shall be provided by the Supplier (the "Services").
2. To the extent that the Supplier acts as a service provider, only a best-efforts obligation shall apply. No specific result shall be guaranteed.
3. In the performance of services provided by or on behalf of the Supplier, the level of care that may reasonably be expected under the given circumstances shall be observed.
4. Where advisory services are provided by the Supplier, all information required for the proper performance of such services shall be provided by the Client.
5. The Supplier shall not be liable for the consequences of any advice issued on the basis of incorrect or incomplete information provided by the Client. Nor shall the Supplier be liable for the consequences of any incorrect interpretation or implementation of such advice.
6. Any information or explanation provided by the Supplier regarding PPWR, EPR or Verpact shall be of a general nature only and shall not constitute legal, tax or public law compliance advice. Full responsibility for the assessment and compliance with the applicable obligations shall remain with the Client. The Supplier shall not be liable for any damage arising from any act or omission by the Client in reliance on such information, except where intent or gross negligence on the part of the Supplier has been demonstrably established.

Article 13. Amendment of the Agreement

1. If, during the performance of the agreement, it becomes apparent that amendments or additions to the work to be performed or the services to be provided are necessary for the proper execution thereof, the agreement shall be amended accordingly in a timely manner and by mutual consultation between the parties.
2. If it is agreed that the agreement shall be amended or supplemented, the time for completion of the performance or the delivery date may be affected accordingly. The Client shall be informed thereof by the Supplier as soon as reasonably possible.
3. If any amendment or addition to the agreement has financial and/or qualitative consequences, the Client shall be informed thereof in advance by the Supplier. Where a fixed price has been agreed, the Supplier shall indicate to what extent such amendment or addition shall result in an increase of that price.

Article 14. Collection Costs

All costs incurred in connection with the collection of any amount owed by the Client to the Supplier, both judicial and extrajudicial, shall be borne by the Client.

Article 15. Retention of Title

1. All goods delivered by the Supplier shall remain the property of the Supplier until all obligations of the Client under any agreements concluded with the Supplier have been fulfilled in full.
2. The Client shall not be permitted to pledge or grant any rights over the delivered goods for as long as such goods are subject to retention of title. Notwithstanding the foregoing, the Client shall be permitted to resell or process the delivered goods in the ordinary course of its business.

3. Goods delivered subject to retention of title shall be stored with due care by the Client and shall be insured at the Client's expense.
4. If the Client fails to fulfil its obligations, or if there are reasonable grounds to fear that it will fail to do so, the Supplier shall be entitled to repossess the delivered goods that are subject to retention of title, whether such goods are held by the Client or by third parties on behalf of the Client.
5. Production means such as dies, cylinders and other (graphic) tools shall remain the property of the Supplier. Nothing in these terms and conditions or in any agreement concluded between the parties shall be construed as a transfer of ownership of such production means.

Article 16. Force Majeure

1. Force majeure shall be understood to mean any circumstances which prevent the performance of an obligation and which cannot be attributed to the Supplier. Such circumstances shall include, insofar as they render performance impossible or unreasonably difficult, inter alia: strikes in companies other than that of the Supplier, a general shortage of required raw materials or other goods or services necessary for the performance of the agreed obligation, unforeseen stagnation at Suppliers or other third parties upon whom the Supplier is dependent, and general transport disruptions.
2. The Supplier shall also be entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Supplier should have fulfilled its obligation.
3. During a force majeure situation, the delivery and other obligations of the Supplier shall be suspended. If the period during which performance by the Supplier is not possible due to force majeure exceeds two (2) months, either party shall be entitled to terminate the agreement without any obligation to pay damages.
4. If, upon the occurrence of force majeure, the Supplier has already partially fulfilled its obligations or is only able to partially fulfil its obligations, the part already delivered or deliverable may be invoiced separately, and the Client shall be obliged to pay such invoice as if it concerned a separate agreement. This shall not apply if the part already delivered or deliverable has no independent value.

Article 17. Responsibility and Liability

1. During the performance of the assignment, the Supplier and the Client shall remain available for oral consultation to the extent necessary for the proper execution thereof. The Supplier and its employees shall be bound to confidentiality in respect of all information entrusted to them in connection with the assignment. The Supplier shall ensure that any experts or specialists engaged shall be subject to an obligation of confidentiality.
2. To the extent that the Client qualifies as a producer, first placer, importer or otherwise as a party bearing obligations under PPWR/EPR/UPV in respect of packaging, all obligations relating to registration, reporting, declaration and payment shall rest entirely with the Client. The Supplier shall only bear responsibility for obligations incumbent upon it in its own capacity and to the extent expressly agreed in writing.
3. Upon request, a non-binding indication regarding recyclability and/or packaging requirements may be provided by the Supplier. Such indication shall be based on data and documentation supplied by the Client and/or its suppliers, the accuracy and completeness of which shall be at the Client's risk and expense. Supporting documentation shall, where available, be provided upon request or made accessible by reference to the relevant source or assessment methodology. Where the Client intends to assign the same assignment simultaneously to multiple parties, all such parties shall be informed accordingly.
4. The Supplier shall be indemnified by the Client against all consequences, both judicial and extrajudicial, arising from any design made public by the Client.
5. The Supplier shall not be liable for the consequences of any inaccuracies or incompleteness in the data which the Client is required to provide or has provided.
6. The Client shall be responsible for providing accurate information regarding the dimensions of any goods to be manufactured and delivered by the Supplier.

7. Proofs or prototypes received by the Client, whether or not at its request, shall be carefully examined by the Client for errors and defects and shall be returned to the Supplier as soon as possible, either corrected or approved.
8. Approval of proofs or prototypes by the Client shall constitute acknowledgement that the work preceding such proofs or prototypes has been performed correctly by the Supplier.
9. The Supplier shall not be liable for any deviations, errors or defects that have remained unnoticed in proofs or prototypes approved or corrected by the Client.
10. The Supplier shall not be liable for any damage, loss or destruction of goods, materials or image or text data in any form, provided by the Client. Where such goods or data are of significant value, the Client shall be required to insure them. If work is carried out by the Supplier at the Client's premises, the Supplier shall be indemnified by the Client, also vis-à-vis third parties, against any damage of whatever nature and in the broadest sense, including damage, theft, loss or destruction of goods, except in cases of intent or gross negligence on the part of the Supplier.
11. To the extent that the Supplier may be held liable, such liability shall at all times be limited to direct damages only, with a maximum equal to the price or fee agreed for the relevant project. This limitation shall not apply in cases of intent or gross negligence on the part of the Supplier or its employees. The Supplier shall never be liable for indirect damages, including but not limited to consequential damages, loss of profit and loss of goodwill.
12. The Supplier shall not be liable for the effects of the packaging on the product contained therein. The Client shall ensure that the packaging materials selected are compatible with the goods to be packaged.
13. Liability for work subcontracted by the Supplier on behalf of the Client shall at all times be limited to the value of the part of the assignment performed by the Supplier itself. The Supplier shall make all reasonable efforts, and the Client shall provide all necessary cooperation, to obtain the highest possible compensation from the relevant third party in such cases.
14. In the case of printing on plastic and multilayer film, clichés and other tools shall be retained for a period of up to six (6) months after production.

Article 18. Governing Law and Jurisdiction

1. All agreements concluded under these terms and conditions, as well as any agreements resulting therefrom, shall be governed exclusively by Dutch law.
2. All disputes arising out of or in connection with agreements concluded under these terms and conditions, as well as any agreements resulting therefrom, shall be submitted exclusively to the competent court in the district in which the Supplier is established.

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