

GENERAL TERMS AND CONDITIONS OF RHENUS PACKAGING B.V. FOR INDUSTRIAL PACKAGING 2022

dated 8 December 2022
and deposited at the registry of the court of Haarlem, The Netherlands,
under number 22/12

1. All assignments accepted by Rhenus Packaging B.V. (hereinafter referred to as "we") or work performed in the field of industrial packaging are subject to the following general terms and conditions.
An order is accepted by us only if and insofar as we have confirmed it to the principal in writing.

QUOTATIONS AND PRICES

2. We issue our quotation based on the material prices and salaries applicable on the date of quotation. The period of validity of our quotations is 30 days, unless otherwise stated in the quotation.
Our quotations are based on normally applicable working hours. If and insofar as the principal wishes work to be carried out at times when overtime is due, we are entitled to pass on these overtime hours to the principal, contrary to what is stated in the quotation.
If and insofar as waiting times arise during the work to be performed by us, caused by the principal, we are entitled to pass on these waiting times to the principal.

PRINCIPAL'S OBLIGATIONS

3. The principal is obliged:
 - A) to have the items to be packed available at the agreed time and place for the performance of the work;
 - B) to inform us of the correct sizes, weights and special characteristics of the goods when placing the order. If and insofar as the goods to be packaged require special treatment in connection with special characteristics, the principal must also inform us of this when placing the order;
 - C) if the packaging work is to take place in our company and we ourselves are responsible for collecting the goods to be packaged from the principal or from third parties and / or for the delivery of the packaged goods to the principal or to third parties, to ensure that we can carry out the collection and / or delivery at the agreed time.
In this case, the following applies:
 - for domestic road transport: the provisions of the General Transport Conditions 2002 (AVC 2002), latest version, filed with the Registry of the District Courts of Amsterdam and Rotterdam.
 - for cross-border carriage by road: the Convention on the Contract for the International Carriage of Goods by Road (CMR), concluded in Geneva on 19 May 1956.
 - for forwarding activities: the General Terms and Conditions of FENEX (Netherlands Association for Forwarding and Logistics), also referred to as Dutch Forwarding Conditions, most recent version, filed with the Registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam.
 - D) if the packing work is to take place in our company and the principal takes care of the delivery of the goods to be packed to us and / or the collection of the packed

- goods from us, to do so at the time agreed with us, all this at the expense and risk of the principal;
- E) if the work to be performed is outside our company, to make available sufficient working space, energy resources and lifting equipment with operating personnel, as well as to ensure that the goods to be packaged are at the right place in time;
 - F) to make the details of the marks to be applied to the packaging available in good time;
 - G) if and insofar as the principal instructs us to use specified packaging materials or to use a specified method of packaging, to give us those specifications in writing and to guarantee that we receive those specifications in time.

RISK AND INSURANCE

- 4. During the packing work, the items to be packed remain at the principal's risk. Only if the principal instructs us in writing to insure the items to be packed, will we do so under the usual conditions. To this end, the principal must inform us in writing of the sum to be insured.

LIABILITY

- 5. We shall never be liable for damage caused by the principal's failure to comply with the obligations mentioned in article 3, as well as for loss, damage, costs and any other disadvantage caused by late execution of an order or part thereof, unless execution within a certain time is explicitly guaranteed in writing by us to the principal. In that case, the limited liability under article 6 applies.
- 6. We are never liable for any damage, except in the event of damage caused by the use of packaging material that does not meet the agreed specifications or the order received by us, or a method of packaging that does not meet the agreed specifications or the order received by us. The principal must prove that this is the case. In that case, we shall only be liable for damage to and/or loss of the goods to which the order relates, and we shall never be liable for any trading loss, loss of profit, consequential loss or other disadvantage, nor for injury or injury or death of persons, regardless of how and wherever it occurred or was caused. Furthermore, our liability shall be limited to an amount of € 3.00 per kilogram weight of the damaged or lost item, with a maximum of € 15,000.00 per order.

PRINCIPAL LIABILITY AND INDEMNITY

- 7. If the principal fails to fulfil one of the obligations mentioned in article 3, he is liable towards us for all damage, loss or other disadvantage to our property or that of third parties, not being the principal, caused during or in connection with the execution of the assignment. In that case, the principal shall also be liable towards us for injury, damage or death caused by or related to the assignment given to us. The principal is obliged to indemnify us in the cases mentioned in this article in the event of claims by third parties directed against us.
- 8. The persons whose services we use in the execution of the order are entitled to invoke these general terms and conditions in the event of claims directed against them.

ADVERTISING, PRESCRIPTION AND JURISDICTION

- 9. Upon taking over the goods, the principal is obliged to check them and the packaging for external defects and to notify us in writing of any damage or defects immediately,

and in the event of any non-external damage or defects no later than within 8 working days of taking over the goods, and to give us the opportunity to inspect the goods and have them assessed, on penalty of our liability lapsing.

10. Any right of action against us shall lapse one year after the order has been fulfilled.

11. Disputes can only be submitted to (in first instance) the competent court in Haarlem.