

General sales and supply conditions of DeeDee in Nederweert, The Netherlands

Deposited for the Chamber of Commerce in Roermond, The Netherlands

Relevance, offers and set-up of agreements

Article 1

1.1 these general conditions apply on all negotiations, offers and agreements where DeeDee provides or could provide goods and/or services of whatever nature to a natural or juridical person, hereafter to call: counterpart, also if these goods or services have not been defined closer in these conditions. Possible purchase - or other conditions of counterpart do not apply, unless these are explicitly accepted by DeeDee. Modifications of and supplements on the general conditions is validly only if they are fixed in writing by DeeDee.

1.2 under DeeDee are understood DeeDee Pouch Professionals and its trading names DeeDee VOF, Packforce.

1.3 an offer or (price) task does not bind DeeDee and is only considered as an invitation to placing an order. Descriptions in offers do not bind DeeDee. DeeDee is authorized to refuse orders and such tasks without provision of reasons. If counterpart has been supplied an order without DeeDee have done an offer, the agreement comes about only when DeeDee have confirmed within eight days the order in writing or if the order is carried out by DeeDee. Sending of the invoice to counterpart is commented as an affirmative of the order.

1.4 oral promises, or appointments or agreements with inferiors of DeeDee do not bind DeeDee only until after these appointments, promises or agreements by a competent representative of DeeDee in writing have been confirmed.

1.5 discounts have to be considered one time only and bind DeeDee in a no manner for later agreements.

1.6 omissions in the pricing, which by DeeDee by means of the valid prices can be shown, can be corrected by DeeDee and charged.

Price and payment

Article 2

2.1 all prices and tariffs are exclusively VAT and possible other levies which are imposed by the government .

2.2 payment occurs without any deduction or setoff and without possibility of the counterpart to block his payment obligation by seizure under itself.

2.3 at too late payment counterpart is in neglect by the mere expire of a term of payment. The term of payment concerns a fatal period in the sense of Article 6:83a of the Dutch Civil Code. Without closer letter of formal notice counterpart will be charged claimable interest of 1,5% per month, where a part of a month is counted as complete month.

2.4 if the counterpart does not comply with payment obligations as meant under Article 2.2 and 2.3, and if DeeDee hires a third person in order to bring about the counterpart payment, then DeeDee can charge counterpart to the point of extrajudicial claim costs to an amount for the size of 15% of the invoice amount, multiplied with the contractual delay interest, with minimum of EUR 115,-, notwithstanding the right of DeeDee to charge complete costs of damages, if extrajudicial claim costs amount to more than 15% of the invoice amount, multiplied with the contractual delay interest.

2.5 partial payment by the counterpart of the claim of DeeDee gives no right to partial supply. DeeDee is only obliged to supply the whole supply when the complete chargeable amount has been satisfied by the counterpart.

Confidentiality

Article 3

3.1 Parties oblige themselves to confidentiality of confidential information of the other party. Information of DeeDee is considered confidential if this has been notified to the counterpart or if this results from the nature of the information or if it can be reasonably adopted by the counterpart that it concerns confidential information. Every party will take reasonable precaution measures, in order to be able to comply with this obligation in the best possible way.

3.2 in case of violation of Article 3.1 the counterpart is required without closer formal notice to pay the directly chargeable fine of EUR 50,000,- (fifty thousand euro).



Right of suspension and property reservation

Article 4

4.1 if the counterpart does not meet its payment obligations as among others defined in Article 2 of these conditions, DeeDee is entitled to suspend the implementation of all current agreements with the consumer, until payment of the complete principal sum, interest and costs of collection has taken place or until the counterpart has provided sufficient collateral for payment of the complete principal sum, interest and costs of collection.

4.2 all goods delivered by DeeDee under an agreement to counterpart remain property of DeeDee until all amounts chargeable as well as the amounts meant in Article 2.3 and 2.4 to DeeDee have been satisfied entirely.

4.3 as long as DeeDee remains owner of provided goods on the basis of the article above, it is not permitted to the counterpart to dispose of the goods, including the use as collateral to third parties.

4.4. exception to the within 4.1 called property reservation are costs for clichés. Counterpart buys the user rights of the clichés.

4.5 if seizure is laid upon matters provided by DeeDee under an agreement to counterpart, counterpart must inform DeeDee of this immediately. The counterpart must at a possible seizure, in case of the counterpart granted suspension of payment or at a pronounced bankruptcy of the counterpart immediately inform the seizing bailiff or the curator on the right of property of DeeDee.

Inspection and complaints

Article 5

5.1 complaints should be notified by counterpart within two weeks after supply or after performing the performance to DeeDee, at lack of which the counterpart loses the right of sound compliance with the agreement or replacing of damage. A complaint does not suspend the obligation to payment. Possible - from a lack resulting - liability has been restricted to that which in Article 8 has been stipulated.

5.2 the counterpart is obliged after notifying the complaint to stop the use of the concerning products in order to avoid further complications for DeeDee. Counterpart will grant all collaboration possible to research of the complaint, at lack of which DeeDee does not need to handle the complaint. It does not allow counterpart to resend products to DeeDee before DeeDee agrees.

5.3 the Quality Level Agreement (QLA) as drawn up by DeeDee will serve as a starting position for quality management and complaint handling. This QLA will be sent to the customer for notification after placing the order, and together with the production specification and Declaration of Compliance.

Delivery deadlines

Article 6

6.1 all by DeeDee provided (supply) dates are made to best knowledge and have been determined on ground of the data which at contracting the agreement were available and will be considered as much as possible.

Complying with (supply) dates is an effort obligation for DeeDee. If overstepping of the delivery date seems expected DeeDee will inform the counterpart as soon as possible. Overstepping of the delivery date can never lead to any right to any damages for counterpart. DeeDee is at any time entitled to provide in parts.

Suspension

Article 7

7.1 the agreement can, unless both parties explicitly correspond differently, only be canceled in case of dissolve and then only exclusively if the other party, after sound written formal notice, falls short in the compliance with the agreement. Dissolution must be made noted by means of a letter within a period of 2 weeks; legal mediation is not required.

7.2 if counterpart had received already performances at the moment of dissolution of the agreement, he can dissolve the agreement, then the agreement can only be partially dissolved and exclusively for that part, which by DeeDee still has not been carried out. Any amount that DeeDee has invoiced before dissolution concerning what she already has performed or provided of the agreement, remain undiminished chargeable and become at the moment of dissolution directly chargeable.



7.3 deviation of the provisions in Article 7.1 is possible for DeeDee immediately without legal mediation by means of a written notification to counterpart concerning the whole or partial agreement, if the counterpart is declared in state of bankruptcy, if he is granted postponement of payment (currently or provisional), if he is otherwise unable to fulfill payment obligations or if its venture is settled or is concluded. DeeDee will never be responsible for any damages or claims because of this dissolution.

Liability

Article 8

8.1 for damage which is caused by its own set-up or its own gross debt of DeeDee, DeeDee is only responsible for damage as far as defined in the following subsections of this Article.

8.2 any right to claim damages expires in any case if the counterpart has not directly taken action as far as to limit damage respectively prevent more or other damage direct after the occurrence of the damage, as well as inform DeeDee concerning the matter as quick as reasonably possible of all the matter relevant information. Any liability of DeeDee expires also, if the counterpart not by return follows the indications of DeeDee.

8.3 DeeDee is not responsible for damage which is the consequence of among other things

- improper materials, among which the configuration, which has been made available by counterpart to DeeDee;
- use of products provided by DeeDee for any other aim than for which they are meant
- damage or depreciation arising as a result of incorrectly, incompetent or careless use of the provided.

8.4 DeeDee will regarding lesion damage, with or without the impact of death, and/or material damage never be more chargeable than the insured amount per damage dealing event, where a range of coherent events is considered as an event.

8.5 DeeDee is not responsible for consequential damage of any kind. If and as far as the concerning agreement does not call for the right of this Article, its liability will be in any case limited to 50% of the amount invoiced excluding VAT on the basis of the agreement with the counterpart. If and as far as the concerning agreement leads to periodic payments, DeeDee will be never more chargeable than 50% of the amounts invoiced by her over the 6 months previous to the case preceding. In this Article member defined amounts are diminished with DeeDee granted credit notes.

8.6 counterpart protects DeeDee from revendications of third parties resulting from or connected with (the execution of) the agreement with the counterpart unless the counterpart could make these revendications themselves towards DeeDee appropriately, taking into account in this Article stipulated, if the counterpart himself would have suffered the damage.

Guarantee

Article 9

DeeDee guarantees that all statements done by her of (any part of) its products are done with care, yet DeeDee cannot be held responsible for small deviations which may occur.

Cancellations

Article 10

10.1 if the counterpart wishes to cancel an agreement - for any reason whatsoever - before goods concerned and/or services have been delivered for the counterpart and/or are carried out, DeeDee is entitled to charge costs made to the counterpart by DeeDee for the counterpart, multiplied with 20%, notwithstanding the right of DeeDee to still charge the complete purchase amount.



Supremacy

Article 11

11.1 DeeDee will not be kept to complying an obligation of fulfillment towards the counterpart if she is impeded to this end as a result of a circumstance which is not to blame to responsibility, nor under the law, an act of law or in the traffic applying conceptions to her account.

11.2 under supremacy in these general conditions it is understood, beside what in the law and case law is about that understood (amongst others in article 6:75 of the Dutch Civil Code), all of coming unforeseen cases, on which DeeDee cannot influence, foresee, yet as a result of which DeeDee is not able to comply with its obligations. Strikes in the company of DeeDee or of third parties are included. DeeDee have also the right to call for supremacy if the circumstance (further) prevents compliance with the agreement, even if it enters after DeeDee its obligation would have had to comply with.

11.3 DeeDee can during the period that supremacy continues suspend her obligations from the agreement. If this period lasts longer than two months, then each party to the agreement is entitled to annul the agreement, without obligation to compensation of damage to the other party.

11.4 As far as DeeDee at occurrence of entering supremacy has meanwhile complied with partially or might comply with its obligations from the agreement, and to the complied with respectively to comply with part independent value belongs to, DeeDee is entitled to separate invoice the part already complied with. The counterpart is obliged to fulfill this invoice as if there were a separate agreement.

Non-competition

Article 12

12.1 subject to a written authorization, the counterpart will refrain from hiring (former) employees of DeeDee which have been in the 12 preceding months concerned in the implementation of the agreement. This condition expires at pronounced bankruptcy or at granted postponement of payments of DeeDee.

12.2 in case of violation of Article 12.1 the counterpart is required without closer formal notice to pay the directly chargeable fine of EUR 50,000,- (fifty thousand euro).

Appropriate right and disputes

Article 13

13.1 agreements between DeeDee and counterpart are controlled by Dutch legislation.

13.2 general conditions used by the counterpart do not apply and are explicitly rejected by DeeDee, unless both parties correspond and agree differently (in writing).

13.3 all disputes which between DeeDee and counterpart could arise to reason of by DeeDee closed agreement or as a result of closed agreements, which could be a consequence of it, will be settled by the competent judge in the residential the place of business of DeeDee.

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