

CONVENI GENERAL TERMS AND CONDITIONS OF SALES

1. DEFINITIONS

- 1.1 Purchaser: Each party that enters into an agreement with Conveni for the purchase of Products supplied by Conveni to the Purchaser.
- 1.2 Agreement(s): All agreements between Conveni and the Purchaser, all assignments issued by the Purchaser to Conveni, including all legal acts related.
- 1.3 Products: All goods (including raw materials and packaging thereof) and services supplied by Conveni.

2. GENERAL

- 2.1 These Conveni B.V. (PLC) General Terms and Conditions of Sales are applicable to all offers, quotes, Agreement(s) and all other related legal acts by and with the Purchaser and make up a part thereof. Purchaser terms and conditions that are in conflict with or deviate from these General Terms and Conditions of Sales will not be acknowledged by Conveni, unless Conveni agrees to them in writing.
- 2.2 The Purchaser, once contracted under the condition of these General Terms and Conditions of Sales, agrees to the application of these terms and conditions to later Agreements between itself and Conveni.
- 2.3 Conveni is entitled to unilaterally amend these General Terms and Conditions. Any such amendment will have legal standing between Conveni and the Purchaser, also with regards to previously existing Agreements and will enter in effect 30 days within notification thereof by filing at the Dutch Chamber of Commerce (or in the case of previously existing Agreements by notice to the Purchaser). The Purchaser is (within 14 days of the above mentioned notice), in the event of material interim amendments to the General Terms and Conditions by Conveni, entitled to indicate to Conveni (by means of registered mail with acknowledgement of receipt) the intent to terminate the Agreement coinciding with the entry into effect of the amended General Terms and Conditions of Sales, if these amendments are applicable to the Purchaser. Conveni is entitled to indicate willingness to continue the Agreement under the original terms and conditions within 10 days of the timely receipt of the above mentioned written notice from the Purchaser. If the amendments are not relevant to the Purchaser, the Agreement continues under the original terms and conditions. If Conveni makes no use of the above mentioned entitlement, the Agreement with the relevant Purchaser will automatically terminate upon the amended General Terms and Conditions of Sales entering into effect.

3. COMPLIANCE

- 3.1 All amounts, sizes, weights and/or other indicators regarding Products given by Conveni are performed with as much care as possible. Conveni cannot, however, guarantee the absence of discrepancies. Conventional industry non-conformities will be permitted in all circumstances. The Purchaser will verify, to the extent possible, all actual amounts, sizes, weights and/or other indicators of the Products against those given by Conveni upon receipt. Displayed or provided samples, designs or models of Products to be delivered provide only an indication, as referred to in this clause, and are strictly subject to the content of this article.
- 3.2 The Purchaser must explicitly ensure that the Products ordered and/or to be ordered and the associated documentation, packaging, labelling and/or other information meet governmental regulations in the country of destination.
- 3.3 Conveni will ensure that Products meet prevailing laws and regulations.

4. PRICE

- 4.1 Prices are exclusive of VAT, import and export duties, excise duties and other taxes or levies imposed or charged with regards to the Products and excluding transport costs and transport packaging, unless otherwise agreed upon.
- 4.2 Conveni is entitled to increase prices after the Agreement has been entered into but prior to the delivery of the Products, if an increase of costs occurs (e.g., an increase in the costs of raw materials, increased transport costs and tax increases) which are beyond the control of Conveni, Conveni is then entitled to increase prices accordingly.
- 4.3 If and in so far as the prices are based on Conveni price lists, the price list at the time of delivery is applicable. Amendments to the price list will be communicated to the Purchaser by Conveni as soon as possible. The price lists adhered to by Conveni are valid for 6 months. After this period Conveni may revise these price lists.
- 4.4 If Conveni has taken the packaging, transport packaging, loading, transport, unloading or insurance of Products upon itself without explicitly agreeing in writing to a price beforehand, then Conveni is entitled to charge the Purchaser the actual costs incurred and/or Conveni's usual rates.
- 4.5 If Conveni must destroy specific Products, raw materials or packaging reserved for a Purchaser because these are no longer usable, then the purchase, storage and destruction costs are the responsibility of the Purchaser for whom the Products, raw materials or packaging were reserved.
- 4.6 If Conveni incurred costs for the production of Purchaser-specific packaging and therefore incurred (for example) design costs, had plates or moulds manufactured, then Conveni is entitled to charge the Purchaser the actual costs for the production of the packaging.

5. DELIVERY

- 5.1 The delivery term commences once Conveni is in possession of all materials, documents and data regarding the Agreement required by Conveni from the Purchaser for the execution of the Agreement and after any agreed upon advance payment or security of payment has been received by Conveni.
- 5.2 The delivery period specified by Conveni is indicative and may not be regarded as a strict deadline. The moment of delivery of the Product is the determining factor. In the case of the delivery period being exceeded, the Purchaser is in no way entitled to claim compensation for additional or replacement items, direct or indirect damages or to refuse to comply with or to suspend any obligations related to this Agreement or any other ensuing obligations, or to terminate or dissolve this Agreement. The Purchaser is entitled to issue Conveni with a reasonable extension period after expiration of the delivery period, which if exceeded allows the Purchaser to terminate or dissolve this contract without cost by written notice thereof to Conveni within 14 days of expiration of the reasonable extension period, without Conveni incurring any obligations to pay damages.
- 5.3 The delivery period will be extended by the same period of time that any force majeure has delayed the execution of the Agreement (Article 10).
- 5.4 Conveni endeavours to inform the Purchaser as far as is possible regarding indications that delivery periods may not be achievable, or that Products are not or

cannot be supplied in compliance with the agreed upon terms and conditions. Conveni is, however, not obligated to do so.

- 5.5 Conveni is entitled to engage third parties in the full or partial execution of the Agreement (hereafter "auxiliary persons"). Conveni is entitled to deliver in batches. For the purpose of these terms and conditions, each batch delivery will be categorised as an independent delivery.
- 5.6 Products delivered must be accepted in full by, or for, the Purchaser at the arranged time and place. The Purchaser will ensure that there are sufficient loading and unloading facilities.
- 5.7 If the Purchaser does not comply or does not comply with the provisions of article 5.6 punctually, then the Purchaser will be in default, without further notice being necessary. In that case, Conveni is entitled to store the Products at the expense and risk of the Purchaser, or, at Conveni's discretion, to sell the Products to a third party. The Purchaser remains liable for the purchase price, including interest, damages and expenses, which include but are not limited to storage costs and, if applicable, reduced by the net income generated by a sale to a third party.
- 5.8 The Purchaser is only authorised to delay delivery if the Purchaser provides for sufficient packaging, storage, preservation, security and insurance. Costs incurred due to delays in delivery caused by the Purchaser are at the Purchaser's expense.
- 5.9 Reusable packaging in which Products are delivered, remain the property of Conveni. Upon Conveni's first request, the Purchaser is obliged to return the packaging to Conveni, or make the packaging available for Conveni to collect, regardless of whether the Purchaser has paid the invoice relevant to the packaging or not.

6. CLAIMS

- 6.1 The Purchaser, or a third party acting on behalf of the Purchaser, is obliged to meticulously inspect the Products immediately upon delivery. Any complaints regarding visible defects must be reported to Conveni within 12 hours of delivery, and failure to do so will result in all claims by the Purchaser against Conveni being null and void, as stated in article 6.2.
- 6.2 Claims by the Purchaser with respect to "hidden" defects must be made within 48 hours of discovery and up to a maximum of 10 days after delivery, and failure to do so will result in all claims by the Purchaser against Conveni being null and void. Except when and insofar as the Products have an expiry date and the defect is related to the Products having a shorter lifespan than the expiry date indicated, in which case claims may only be made up to the expiry date. If and insofar as the Products have been processed by the Purchaser, the right to claim extends only until the point of processing.
- 6.3 The purchaser must submit all complaints in writing. The complaint should describe the defect in as much detail as possible in order to ensure that Conveni can respond adequately. The Purchaser must allow Conveni the opportunity to investigate the complaint, or have the complaint investigated. The Purchaser will cooperate fully with the investigation. If the Purchaser does not cooperate, does not cooperate sufficiently or in any way impedes the investigation, then all claims the Purchaser may have against Conveni are voided.
- 6.4 All rights to claims, including those in articles 1 to 3, expire in the following circumstances:
 - (a) the Products have been improperly transported, treated, used, processed or stored by or on behalf of the Purchaser not in accordance with applicable laws and regulations or contrary to instructions from Conveni,
 - (b) the Products have been processed by or on behalf of the Purchaser;
 - (c) the Purchaser fails to meet or fails to meet in a timely or proper manner any of its obligations to Conveni ensuing from the underlying Agreement.
- 6.5 In the case of justified and timely claims, Conveni will, at its discretion, deliver anew (replacement delivery) the Products at no charge or otherwise credit the Purchaser completely or partially for the defective Products. These General Terms and Conditions of Sales are applicable to any replacement deliveries as referred to in the previous paragraph of this article.
- 6.6 After discovering a shortcoming in a Product, the Purchaser is obliged to do everything possible to prevent or limit damages, including possible immediate cessation of use, working or processing included therein.
- 6.7 Products, against which a rightful claim has been lodged, may only be returned or destroyed with Conveni's written consent. In the case of a rightful claim, the return costs will be incurred by Conveni, provided that a written approval request to that effect has been received.

7. TRANSMISSION OF RISK AND OWNERSHIP

- 7.1 Unless otherwise agreed upon, the risk of the purchased Products is transferred to the Purchaser in accordance with DDP Incoterms (carriage included with rights in accordance with place of destination). All Products delivered by Conveni remain the property of Conveni until full payment of all receivables related to the underlying Agreement and/or previous or later Agreements of the same nature have been settled by the Purchaser including damages, costs and interest. The Purchaser waives any rights of retention with respect to the Products in advance and shall not lay claim to the Products.
- 7.2 The Purchaser agrees to refrain from assigning or pledging claims which he obtains against his customers to third parties without the prior written consent of Conveni. The Purchaser agrees to pledge said claims to Conveni as soon as the latter expresses a wish for that, as set out in article 3:239 of the Dutch Civil Code, as additional security for all claims against the Purchaser.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights related to the supplied Products remain with Conveni, and are not transferred via this Agreement from Conveni to the Purchaser, regardless of whether or not the Products have been specifically designed, developed or assembled for the Purchaser. The supply of a product cannot be construed as explicit or implicit license for use, reproduction or releasing of the intellectual property rights to third parties, unless Conveni has issued explicit written permission.
- 8.2 The Purchaser will immediately notify Conveni if third parties infringe or threaten to infringe Conveni's intellectual property rights or if third parties believe that Conveni's Products infringe on their own intellectual property rights. In the case of the latter, Conveni will, at its own discretion, replace or modify the infringing Products or terminate or dissolve the Agreement with the Purchaser. The Purchaser has no right to compensation from Conveni except if and insofar as the

CONVENI GENERAL TERMS AND CONDITIONS OF SALES

Purchaser is able to derive such a right from article 9 of these General Terms and Conditions of Sales.

9. LIABILITY

- 9.1 If Conveni is legally liable due to a failure in the execution of the Agreement, the Purchaser is entitled to compensation:
- (a) If and insofar as Conveni is insured against the damages: to a maximum amount as that paid by the insurer for this specific incident, plus Conveni's excess.
- (b) If Conveni has no insurance cover against the damages: not exceeding the total amount invoiced by Conveni to and settled by the Purchaser for activities executed by Conveni regarding the Agreement in which the failure was made, for a period of 12 months prior to the failure.
- 9.2 Conveni is in no way liable for indirect or intangible damages, such as but not limited to trading losses, consequential losses or demurrage and loss of income and profits, loss of clients, damage to reputation and/or goodwill.
- 9.3 In all cases where Conveni is obliged to pay compensation for damages, those damages shall in no case exceed the invoiced amount of the supplied Products (and/or any services rendered) which caused or were related to the cause of the damage, or, if the damage is covered by Conveni's insurance policy, the amount that is actually paid out by the insurer with respect thereto.
- 9.4 The right to choose the form of remedy for a shortcoming lies with Conveni. Conveni retains the right to compensation, in particular the right to compensation in place of restoration.
- 9.5 Any claim to compensation against Conveni, excepting those that have been recognised by Conveni, will lapse after a period of 12 months after the claim arises.
- 9.6 Conveni employees or auxiliary persons engaged by Conveni for the execution of the Agreement may claim against the Purchaser all defences to be derived from the Agreement, as if they were a party in the Agreement themselves.
- 9.7 The Purchaser will completely indemnify Conveni, its employees and all auxiliary persons engaged by Conveni for the execution of the Agreement of all forms of liability regarding Conveni's execution of the Agreement. In the context of this indemnification obligation, the purchaser is bound to reimburse reasonable costs for defence against claims by third parties.

10. FORCE MAJEURE

- 10.1 If Conveni is temporarily unable to execute the Agreement due to force majeure, Conveni is then entitled to suspend the execution of the Agreement partially or completely for as long as force majeure continues. If Conveni is unable to execute the agreement due to force majeure, Conveni is then entitled to fully or partially terminate the agreement. Force majeure shall be understood to include shortcomings by Conveni (or suppliers thereof) and/or auxiliary persons, production interruptions, work stoppages and above average absenteeism of employees and/or other auxiliary persons, government measures and inclement weather.
- 10.2 If, due to force majeure, Conveni is unable to temporarily or permanently execute the Agreement, the Purchaser may make no claim against Conveni for the execution of the Agreement, the dissolving of the Agreement and/or damages.

11. PURCHASER'S OBLIGATIONS AND INDEMNIFICATIONS

- 11.1 Non-compliance by the Purchaser with the Agreement or any one or more of the provisions of these General Terms and Conditions of Sales, or non-observance due to attributable unlawful actions, or non-compliance with instructions or requirements issued by Conveni, or failure by or on behalf of the Purchaser resulting in damage to Conveni shall oblige the Purchaser to compensate Conveni for all damages suffered. In accordance with the provisions of article 9.7, the Purchaser indemnifies Conveni, its employees and all auxiliary persons engaged by Conveni against all claims made by third parties for compensation of any damages incurred. In the context of its indemnification obligation, the Purchaser is obliged to reimburse reasonable costs incurred in the defence of claims by third parties.
- 11.2 The Purchaser is obliged to remove Products from the market that he has brought onto the market which have been found defective, or in which a defect threatens to manifest itself, within a reasonable period of time to be stipulated by Conveni (hereafter 'recall') and to return said Products to Conveni. All related costs are to be borne by the Purchaser unless the cause of the recall, based on the Agreement, these General Terms and Condition of Sales or the law, is not at the Purchaser's account or risk. If the costs of the recall are at Conveni's expense, then only direct expenses will be reimbursed to the Purchaser, Loss of profit or margin are not eligible for reimbursement.

12. PAYMENT AND GUARANTEES

- 12.1 Payment shall be made, without any discount, at the agreed upon time or, if no time has been agreed upon, within 30 days of the invoice date, in the currency stated in the invoice and exclusively in the manner stipulated in the invoice. Conveni is entitled at all times to demand full or partial payment in advance and/or receive other sureties of payment in the form of a bank or corporate guarantees, to be decided at its own discretion.
- 12.2 Conveni remains entitled to offset any claims against the Purchaser for obligations the Purchaser may have towards Conveni or any company related to Conveni - regardless of whether or not they are claimable, under conditions or concern time constraints.
- 12.3 If the Purchaser does not meet its obligations to pay the amount due, or fails to pay it on time, the Purchaser is then considered to be in default without any notice being necessary. As soon as the Purchaser is in default with any payment, all remaining claims by Conveni against the Purchaser are, without notice being necessary, immediately payable and the Purchaser is immediately in default without prior notice being necessary. Commencing on the day the Purchaser enters into default, the Purchaser is liable to pay default interest to Conveni equal to the legal interest rate under Article 6:119a of the Dutch Civil Code.
- 12.4 When (extra) judicial collection takes place the Purchaser is liable, along with the principal amount and the default interest, for the actual collection expenses incurred by Conveni, with a minimum of 15% of the principal amount. Court costs are not limited to the costs of the proceedings, but will be wholly incurred by the Purchaser's account if the Purchaser is found to be wholly or largely at fault.

13. CONFIDENTIALITY

- 13.1 The Purchaser is obliged to protect the confidentiality of all information that comes to its attention regarding Conveni, even if that information has not been specifically designated as confidential, and to stipulate the same in respect of employees and third parties involved in any way in the execution of the Agreement. The Purchaser is prohibited from using the above mentioned information for its own purposes or for third parties.
- 13.2 The Purchaser will not divulge any information regarding its relationship with Conveni to third parties without explicit written permission from Conveni.

14. TERMINATION AND DISSOLUTION

- 14.1 Conveni is entitled to partly or fully suspend the execution of all agreements concluded between the parties, including the Agreement or, at its discretion, to partly or fully terminate or dissolve these agreements, including the Agreement, with immediate effect by means of a written statement, without prior notice of default, notification or judicial intervention, without Conveni being obligated to pay any compensation, and without prejudice to all its rights to compensation of costs, damage and interest if:
- (a) the Purchaser falls short in one or more of its obligations with regards to the Agreement or related agreements;
- (b) (an application for) suspension of payments or declaration of bankruptcy is made by the Purchaser;
- (c) the Purchaser loses control of its assets or is placed under administration;
- (d) the Purchaser's company is sold or terminated;
- (e) permits required by the Purchaser for the execution of the Agreement are revoked;
- (f) a significant portion of the Purchaser's business assets is seized;
- (g) Conveni serves a garnishee order on the Purchaser;
- (h) the Purchaser loses management of its assets.
- 14.2 Conveni is further entitled to partly or entirely terminate or dissolve the Agreement at its own discretion if any advantage is offered or granted by the Purchaser in connection with the formation or execution of the Agreement to a person forming part of Conveni.
- 14.3 Conveni further reserves the right to partly or entirely dissolve the Agreement with the Purchaser, to be decided at its own discretion, if the contract with its supplier or client is terminated or rescinded for any reason whatsoever or for other reasons is not executed by its supplier or client. If the Agreement is dissolved, Conveni is only obliged to reimburse or credit the sales price it has charged for products and services not yet delivered.
- 14.4 The Purchaser may only explicitly terminate or dissolve this Agreement legally in the instances referred to in the last sentence of article 5.2 of these Terms and Conditions and then, not before all payments to Conveni, whether or not collectable, have been settled.
15. FINAL PROVISIONS
- 15.1 If one or more of the provisions in these General Terms and Conditions of Sales appear to be invalid or declared invalid by a court of law, the other provisions shall continue to apply in full.
- 15.2 Unless otherwise noted, all agreements between Conveni and the Purchaser are governed by Dutch law, excluding conflict of laws and the Vienna Sales Convention.
- 15.3 Any disputes between the parties that result from or are otherwise connected with any agreement and/or these General Terms and Conditions of Sales and that fall within the jurisdiction of a civil court shall firstly and exclusively be brought before the Court of Oost-Brabant, unless Conveni prefers another competent court.
- 15.4 Making public or reporting the business relationship between the parties, including agreed upon services and their results to third parties, in any way whatsoever and via any medium, is only permitted with the prior written consent of Conveni. This includes occasions when Conveni is not specifically named but only described.
- 15.5 The Dutch version of these General Terms and Conditions of Sales prevails over other versions in other languages.