

## General Terms and Conditions of Castor International B.V.

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### *Article 1. Definitions and applicability*

1. These general terms and conditions (hereinafter referred to as “General Terms and Conditions”) apply to all offers by, all acceptances by, and all agreements with, the private company with limited responsibility Castor International B.V., with registered office and place of business in 5753 RL Deurne, on the Voltstraat 5, Chamber of Commerce (KvK) number: 17108188, hereinafter referred to as “Castor”.
2. These General Terms and Conditions can be consulted on and downloaded from the website <https://www.castor-international.nl/nl/algemene-voorwaarden>. The text of the Dutch version of these General Terms and Conditions shall prevail, in case of discrepancies, over that of a different language.
3. In these General Terms and Conditions a “contractor” is someone Castor calls on these General Terms and Conditions.
4. Once these General Terms and Conditions apply, these shall also apply without further statement on new agreements between Castor and contractor.
5. Deviations from these General Terms and Conditions are only valid after written agreement between parties. In case of a deviation regarding one or more provisions in these General Terms and Conditions, the remaining provisions of these General Terms and Conditions shall still apply in full for the remainder. The contractor cannot derive any rights for the future from possible agreed upon deviations in these General Terms and Conditions.
6. All complaints regarding the handing over of these General Terms and Conditions must be notified in writing to Castor no later than two weeks after the establishment of the agreement, such on pain of forfeiture of rights.
7. All complaints regarding the alleged unreasonably incriminating character on one or more of these General Terms and Conditions must be notified to Castor in writing no later than two weeks after Castor invokes the concerning general term and condition, such on pain of forfeiture of rights.
8. If any provision in these General Terms and Conditions is void, is annulled or is declared inapplicable, the remaining provisions of these General Terms and Conditions shall remain fully in force and a provision will apply instead of the void, annulled or declared inapplicable provision, that will honor the purpose and purport of the void, annulled or declared inapplicable provision as much as possible.
9. Castor is authorized to alter these General Terms and Conditions. The altered General Terms and Conditions are deemed accepted by the contractor if the contractor does not object to the altered General Terms and Conditions in writing to Castor within fourteen days after the altered General Terms and Conditions were sent to him or were made known to him.
10. The applicability of (General) Terms and Conditions that are applied by the contractor are explicitly rejected by Castor.

### *Article 2. Establishment/termination agreement/order*

1. All offers by Castor are non-binding and are valid during the specified term. Images depicted, descriptions, calculations, colour indications, (technical) specifications, models, sizes, weights, speeds, website- and advertisement materials do not bind Castor.
2. Castor reserves the right to withdraw/revoke or alter offers at any time through a single notification to the contractor, despite the offer mentioning a set term for the acceptance. In any case an offer lapses without



further notification after thirty days pass, calculated from the moment the offer was issued, except if Castor extends the validity period of the offer in writing.

3. The provision of the information provided in the offer, including for instance quotations, to third parties (for inspection) is prohibited without prior written approval by Castor.
4. The contractor is responsible for the correctness and completeness of the information provided to Castor, on which Castor bases its offer.
5. All complaints regarding the order confirmation must be notified to Castor in writing within 24 hours after the date of the confirmation, such on pain of forfeiture of rights.
6. The information pertaining to offers, acceptances, and contracts as recorded in the systems of Castor constitute conclusive evidence thereof. It is not possible to rely on rebuttal evidence. This provision constitutes an agreement on evidence as defined by Article 153 of the Dutch Code of Civil Procedure.
7. Exclusively applies between the parties that which they agreed upon in writing, including these General Terms and Conditions.

Verbal commitments or agreements do not bind Castor.

Castor is only bound in case of a written order (re)confirmation that includes the production date and/or date of service, accompanied by a unique internal reference.

8. Fixed period agreements between parties cannot be terminated by the contractor in the meantime.
9. The fixed period agreement between the parties will be tacitly renewed each time with the duration of the agreed upon period, unless the contractor terminates the agreement in writing, with due observance of a notice period of three months before the end of the ongoing period.
10. Agreements with an indefinite period between parties can be terminated by the contractor in writing with due observance of a notice period of three months.
11. If an order is fully or partially cancelled by the contractor, the contractor is obliged to reimburse Castor for all costs reasonably incurred for the execution of this order, the work conducted by Castor, and the loss of profit by Castor—including VAT—of which compensation amounts to at least 25% of the agreed price, without prejudice to Castor's right to claim full compensation. If the contractor fully or partially cancels the order, the contractor will purchase all packaging, stickers, labels, and other materials specifically purchased or manufactured by Castor for the contractor, paying the purchase price/cost price of Castor.  
A cancellation occurs if the contractor partially reduces the planned number of products, reduces the planned number of products to zero, or if the contractor does not purchase an agreed contract/purchase volume (fully) within the agreed period.

### *Article 3. Prices and payment*

1. Unless expressed otherwise in writing, the prices used by Castor are in Euros, in accordance with the prevailing prices at the time of the offer, excluding VAT, other taxes of levies, import and export duties and excise duties.
2. Unless expressed otherwise in writing, the prices are ex-works, at company location of Castor.
3. If the prices of calculated prices of suppliers to Castor and/or other cost price factors increased at the time of execution of the agreement of a part thereof, Castor is at all times authorised to increase the agreed upon price, after which the contractor is bound to pay this price, without this giving the contractor the right to dissolve, cancel or annul the agreement. In case of a price decrease of raw materials or materials purchased by Castor, the contractor is never credited for the arisen price difference towards raw materials or materials purchased at a higher price in the past.
4. If the contractor consists of multiple (legal) entities, each of those (legal) entities is severally liable to Castor for the compliance of all obligations.
5. Payment shall take place without offset or suspension for any reason whatsoever, except insofar as a final judicial decision determined that the contractor has a deductible counterclaim or a ground for postponement.
6. Unless expressed otherwise in writing, the invoices sent by Castor need to be paid within fourteen days after the invoice date following the method indicated by Castor.  
Each payment term is a strict deadline in the sense of the law.
7. If the contractor does not pay the amount owed to Castor within the payment term, by operation of law the contractor is in default and the contractor owes a contractual interest of 1.5% per month of the gross invoiced amount, starting from the expiration date until the time of full payment.
8. All costs arisen as a result of extrajudicial collection of the amount owed are borne by the contractor. The extrajudicial costs are set to be at least 15% of the gross invoiced amount, with a minimum of € 500.00 excluding VAT.



9. All complaints regarding the invoices must be notified in writing to Castor no later than two weeks after the date of the invoice, such on pain of forfeiture of rights.
10. Despite prior made term agreements regarding the payment, the receivables by Castor on the contractor are immediately due – and Castor is authorized to dissolve the agreement through a single writing notification – if the goods of the contractor are in full or in part seized, in case of suspension of payments, bankruptcy, or debt restructuring has been requested or announced or if the contractor is in suspension of payments, bankruptcy or is in a debt restructuring or if at any moment a full or partial seizure, suspension of payments, bankruptcy or a debt restructuring is deemed inevitable.
11. Castor is at all times authorized to desire collateral from the contractor for the compliance with the obligations of the contractor. If this requested collateral is not provided, Castor is authorized to suspend its obligations or terminate the agreement, without being liable to pay any compensation to the contractor.

#### ***Article 4. Delivery of goods and transition of risk***

1. Delivery times are indicative and shall not be considered a strict deadline.
2. Castor reserves the right to at any time deliver and invoice in parts.
3. Unless agreed upon otherwise in writing, delivery of the goods shall be ex factory/warehouse, in which the risk of damage/loss immediately transfers to the contractor.
4. Loading and unloading, as well as (re)packaging, is at the expense of the contractor.
5. In the event of free delivery at home, Castor will take care of transport and delivery. Delivery will take place at the delivery address agreed with the contractor. Castor shall be free to choose transport(er) and the packaging, unless agreed upon otherwise in writing. The risk of damage/loss is transferred to the contractor at the moment of loading the goods for transport ex factory/warehouse, wherefore the transport is at risk of the contractor, unless agreed upon otherwise in writing.
6. Castor is not liable for exceeding of the delivery times and such exceeding does not give the contractor the right to dissolve the agreement or otherwise suspend his obligations arising from the agreement
7. The contractor is obligated to take into receipt the goods to be delivered before expiry of the delivery time. In the absence thereof, Castor is authorized to, at its own discretion, without prior notice of default, demand fulfillment or payment or dissolve the agreement, without prejudice to the right of Castor to demand full compensation for the damaged suffered by her, including storage costs.
8. The measurements and/or weights as stated on the measurement and/or weights note submitted by Castor determine the quantity to be delivered. In order to check this, the contractor reserves the right at all times to be present or be represented during measurement and/or weighing activities.

#### ***Article 5. Retention of title goods and duty of care***

1. All goods to be delivered by Castor remain property of Castor until the contractor fully meets his obligations towards Castor.
2. If the contractor is in default on compliance with his obligations, Castor reserves the right to retrieve or have retrieved the goods belonging to her at the expense of the contractor from the location these are in.
3. If Castor effectuates its retention of title, the contractor is obligated to provide any cooperation, including granting access to locations and buildings concerned.
4. The contractor will not have a right of retention towards Castor on the goods delivered by Castor.
5. If goods on which a retention of title by Castor rests are seized, the contractor is obligated to immediately, however no later than 48 hours after these are seized, inform Castor about this in writing.
6. Until the ownership is transferred to the contractor, the contractor does, unlike in the normal course of his business, not have the right to sell, alienate, encumber, rent out, pledge or in any other way put at the disposal of third parties. Violation of this restriction by the contractor leads to a forfeit of the contractor to Castor of an immediately payable fine of one gross invoiced amount, without prejudice to the right of Castor to (additional) compensation.
7. Until the ownership is transferred to the contractor, the contractor is obligated to take reasonable care of the goods in ownership of Castor, insofar as these are located at the contractor, insure these in accordance with the usual conditions and keep these identified as owned by Castor. The contractor shall immediately provide access to the insurance policies to Castor upon request.





### ***Article 6. Complaints and redress***

1. The contractor is obligated to check the goods immediately after delivery on quantity, quality and specification and/or inspect whether the goods delivered correspond to that which was agreed upon and suffices. Slight deviations regarding numbers, weights, sizes, colours and other suchlike/similar aspects of the goods do not count as shortcomings by Castor.
2. All complaints because of immediately observable shortcomings and/or noticeable external defects of the delivered goods, regarding both quality and quantity, must directly be registered on the consignment note or delivery note, such on pain of forfeiture of rights.
3. All other complaints regarding (non-noticeable external defects of) the delivered goods must be notified to Castor in writing within seven days after the contractor discovers the (claimed) observed shortcoming, or ought to have, such on pain of forfeiture of rights.
4. The report needs to contain an as detailed as possible description of the defect, so that Castor is able to respond adequately. After observation of a (possible) defect, the contractor is obligated to do everything that prevents or limits damage, including possible immediate cessation of use.
5. In case of a complaint the contractor is bound to return the concerning good(s) unused, unmixed and unprocessed to Castor upon first request by Castor, at the expense and risk of the contractor, such on pain of forfeiture of rights. The contractor shall also provide full cooperation to Castor in order to check/verify the justification of the complaint. Complained goods shall only be returned after written approval by Castor.
6. If a complaint exists regarding a part of the delivery, this does not give rise to rejection of the entire delivery.
7. Complaints never give the contractor the right to suspend or settle his obligations.
8. The right to complain lapses in any case:
  - after the expiration date ('best before date') of the delivered goods;
  - if the goods have already been taken into use and/or are no longer in their original state/packaging;
  - if the goods have not been properly stored/handled.
9. A complaint that is made in time and upheld entitles the contractor only to replacement of the goods free of charge. If replacement of the goods is not possible, the price of the relevant goods will be credited. Castor is not required to take any other steps or compensate for any loss.
10. If it transpires that the complaint was not justified, the costs arising from this, including the research costs on the side of Castor, will be fully charged by Castor to the contractor and the contractor is in this case obligated to reimburse these costs to Castor.

### ***Article 7. Liability and Force Majeure***

1. Outside the provisions in article 6, the contractor has no entitlement whatsoever towards Castor because of defects concerning the goods, services and/or carried out activities provided by Castor.
2. Save for provisions of mandatory law, Castor is not held to any compensation of damage, of whatever nature, direct or indirect, including trading loss, lost profits, lost savings, to movable and immovable property, or to persons, fines and/or consequential damage at the contractor, his personnel, residents/users or other third parties, except in case of willful acts/gross negligence by Castor. Castor is neither liable as described above for acts of her employees or other persons within her sphere of risk.
3. Other than damage caused by willful acts or gross negligence by Castor or her managerial staff, Castor is never liable for damage as a result of:
  - recommendations or advice given by Castor to the contractor;
  - termination of the agreement carried out by Castor;
  - untimely, incomplete or incorrect delivery of goods by Castor;
  - defective goods delivered by Castor;
  - incorrect/negligent storage and handling by the contractor of the goods delivered by Castor;
  - changes made to the goods by the contractor;
  - inexpert use/incorrect or negligent use of the seals installed by Castor;
  - adverse effects to the raw materials, packaging materials or the product to be mixed or packaged as a result from the machines, instruments or other tools or production resources used by Castor;
  - violations of intellectual and industrial property rights as a result from or because of information provided by the contractor;
  - damage/loss, from whatever cause, of the goods put at disposal by the contractor;
  - sampling or cross-contamination of goods;
  - the usability/uselessness of the EAN-symbol (the barcode) or any other code that is applied to the



(re)packaging upon request of the contractor, as well as for the consequences of the incorrect reading of such code with the suitable equipment;

- the (exact) positioning of a label on the packaging;
- the (exact) positioning of the facing in case of the use of flat film or tubular film.

4. If and insofar as any liability rests on Castor, for whatever reason, this liability is at all times limited to the net invoiced amount of the performance that gave rise to the damage, it being understood that Castor is never liable for a higher amount than the amount she is maximally insured for.
5. Legal claims relating to damage timely notified to Castor expire at least year after the damage is discovered and the contractor did not start legal proceedings against Castor within this year.
6. The contractor indemnifies Castor against claims by third parties, including Castor's employees, who suffer damage in connection with the execution of the agreement as a result of the contractor's actions or failures or the inaccuracy or incompleteness of data or information provided by or on behalf of the contractor.
7. The contractor must ensure the timely obtaining of all permits, exemptions, and other permissions that are important for the implementation of the agreement.
8. If the goods ordered by the contractor are intended for use outside the Netherlands, the contractor must ensure that the goods and associated packaging, manuals, and the like comply with all requirements set in the destination country. The use of the goods and conforming to government provisions is at the risk of the contractor.
9. If Castor is temporarily unable to carry out the agreement due to force majeure, she is authorised to suspend the agreement in full or in part, without financial compensation, for the duration of the force majeure. Force majeure includes, but is not limited to shortcomings of suppliers of Castor and/or other agents, production interruptions, power outages, internet or data network failures, disproportionate absenteeism of employees and/or other agents, government measures and weather conditions.
10. If Castor is unable to carry out the agreement due to force majeure, the contractor cannot make a claim to the execution of the agreement, dissolution of the agreement and/or compensation.
11. If the force majeure is of a lasting nature, this at the discretion of Castor, Castor reserves the right to alter or (partially) dissolve the agreement, without being bound to pay any compensation.

#### ***Article 8. Packaging and deposit***

1. Unless agreed otherwise in writing, packaging that is not intended for one-time use will be provided on loan and will therefore remain the property of Castor, regardless of the payment of any deposit.
2. The contractor is not entitled to use packaging that is not intended for single use for purposes other than those for which it is intended. The contractor must also impose this obligation on its customers.
3. In addition, the contractor shall impose on its customers the obligation to retain the packaging not intended for single use for return to the contractor at all times.
4. After use, as well as upon Castor's request, packaging must be sorted, palletized, and returned to Castor as soon as possible.
5. A deposit is charged for packaging that is not intended for single use. This deposit may never be regarded as reimbursement for the value of this packaging.
6. If packaging is returned to Castor in a damaged state, no reimbursement of the calculated deposit shall be made, and the contractor will be obliged to pay compensation.

#### ***Article 9. Intellectual and industrial property rights***

1. All intellectual and industrial property rights regarding the goods, services, advice and work methods thereof and anything Castor whether or not develops commissioned by the contractor and/or at the expense of the contractor, manufactures, invents, provides or uses, belong to Castor, insofar as these don't already belong to third parties, even if such costs are fully or partly passed on to the contractor. If and insofar as necessary, the contractor provides cooperation for the establishment or transfer to Castor of these rights. The contractor explicitly indemnifies Castor for any claims of third parties as part of (alleged breach of) intellectual and industrial property rights.
2. The goods, services, advice, work methods, inventions and/or other information may not be copied, reproduced, photographed, or made public in part or in full without prior written approval by Castor.
3. Violation of this article leads to a forfeit of the contractor to Castor of an immediately payable fine of € 10,000.00 for each violation, as well as € 500.00 for each day the violation continues, without prejudice to any other rights due to Castor.



4. In order to avoid potential conflict with third-party rights, Castor reserves the right to change goods and/or services at all times.

***Article 10. Applicable law and competent court***

1. Any dispute arising between the parties pertaining to any contract with Castor, and any contract derived thereunder, is governed exclusively by Dutch law. The provisions of the Vienna Sales Convention are excluded.
2. Any dispute arising between the parties pertaining to any contract between them, and any contract or other actions pertaining to such contract, including, but not limited to, unlawful act, undue payment, and undue enrichment shall be brought in the first instance before the competent court of the Court of Limburg, for the district of Maastricht, except insofar as any mandatory rules of competency may prevent such a choice.

May 2019