

GENERAL CONDITIONS



1. Offer

- 1.1. The offers made by Sarebo B.V. are subject to contract, even if they contain a time limit for acceptance. If an offer includes a proposal and this is accepted by the client then the supplier is entitled to revoke the proposal within 2 working days after receipt of the acceptance.
- 1.2. Any and all offers are based on implementation under normal circumstances and during the normal working hours of Sarebo B.V.
- 1.3. Each and every contract of a client is always accepted on the suspensive condition that the creditworthiness of the client becomes sufficiently clear from the obtained information.
- 1.4. Changes in the accepted offer, of any nature whatsoever, made by or on behalf of the client that result in higher costs than could be relied on with the quotation are charged to the client additionally.
- 1.5. In case of a combined quotation there is no obligation to deliver a part at a stipulated part of the price quoted for the whole.
- 1.6. If models, copy, data carriers, and the like were only submitted for a part of the work to be manufactured then the supplier is not bound by the price quoted for the whole.

2. Contract extras

Changes in the original order, of any nature whatsoever, made by or on behalf of the client in writing or otherwise that result in higher costs than could be relied on with the quotation are charged to the client additionally at the rates then applicable at the Sarebo B.V.

3. Goods of the client

- 3.1. The supplier shall keep the goods entrusted to the same by the client within the framework of compliance with the agreement properly with the care that befits a good keeper.
- 3.2. The client does at all times bear the risk in respect of the said goods, barring in case of damage / destruction due to intent or gross negligence on the part of the supplier. If the client wants to cover the said risk then the client must personally provide for insurance at its own expense.
- 3.3. The client who makes materials or semi-finished products available to the supplier is held to also make the necessary plus sheets (miscellaneous impurities during processing or treatment) available.
- 3.4. In case of availability of materials or semi-finished products the supplier is, barring intent or gross negligence on the part of the supplier to be evidenced by the client, not liable for the lack of sufficient quantity in the boxes, bags, and packs sent to the same.
- 3.5. Following availability of materials or semi-finished products the packaging, plus sheets and cutting waste, die cuttings, and the like become the property of the supplier.
- 3.6. The client grants the supplier a right of pledge on any and all goods that are within the framework of compliance with the agreement with the supplier placed in the possession of the supplier by the client by way of additional security for everything that the client, in any capacity whatsoever and on any account whatsoever, may be liable to pay to the supplier, also including non-exigible and conditional debts.

4. Transfer of risk, transport and delivery

- 4.1. The risk in respect of the goods transfers from the supplier to the client at the moment that they leave the factory, regardless of the shipment method stipulated by the parties.
- 4.2. If transport of the goods to be delivered was stipulated then this takes place at the expense of the client, unless CPT or CIP according to the Incoterms 2010 was stipulated. As the occasion arises the cheapest shipment method is followed. With each and every other manner of change at the request of the client, the additional costs are charged to the client.
- 4.3. If transport of the goods to be delivered was stipulated then delivery takes place at an appropriate entrance on the ground floor. The person who is present at the business of the client at the time of delivery and who takes receipt of the goods is deemed to be correspondingly authorised.
- 4.4. The acceptance of goods by the carrier, without note on the consignment note or the receipt, qualifies as evidence that the packaging was in order.

5. Delivery date and purchase

- 5.1. The stipulated delivery date is not a fatal deadline, unless expressly stipulated otherwise.
- 5.2. If the client makes changes in an already awarded contract resulting in an overstepping of the stipulated delivery date by the supplier due to the changes then the said overstepping shall be at the risk and expense of the client.
- 5.3. The client is held to purchase the performed order / delivered goods immediately after completion. If the client rejects the purchase or fails to supply information or instructions required for the delivery then the goods shall be stored at the risk of the client. As the occasion arises the client shall be liable to pay all additional costs, including storage costs and freight expenses.
- 5.4. If the client does not purchase a (partial) delivery within the stipulated period then the supplier is, at its sole discretion, entitled to deliver (the remainder) to the client at the expense of the same and to invoice this in the usual manner or to dissolve the order to the extent that it must still be implemented, without prejudice to its right to compensation as determined in article 6.
- 5.5. The supplier is also entitled to this if the client did not purchase the total quantity of goods to be delivered in partial shipments within one year after the first delivery or, failing a stipulated delivery date in case of a shipment to be delivered all in once, within one year after the conclusion of the agreement. This also applies if upon the conclusion of the agreement no special period was stipulated. The client should, however, be given notice of default by the supplier.

6. Cancellations

If the client cancels an accepted order either in full or in part then the client is held to compensate the supplier for all expenses incurred and to be incurred in view of the implementation of the said order (costs of preparation, storage, commission, and the like) and, if so desired by the supplier, pay for the materials or semi-finished products designated for the implementation of the said order at the prices included by the supplier in its calculation; all without prejudice to the right of the supplier to claim compensation for the lost profit as also for the damages, costs, and interest deriving from the cancellation of the accepted order, within reason to be determined by the supplier in a binding manner.

7. Payment

- 7.1. Unless stipulated otherwise, the client must pay the price and the other amounts payable pursuant to the agreement within 30 days after the date of the invoice, without relying on any discount, setoff or suspension. In case of late payment the client shall be in default without a notice of default by the supplier being required.
- 7.2. The supplier is, regardless of the stipulated payment conditions, at all times authorised to desire security for the payment and to suspend the completion of the order if the said security is not provided. The provided security shall need to be such that the claim with the potentially accrued interest and costs is covered properly and that the supplier shall be able to call the same without difficulty. A security that potentially becomes insufficient at a later stage must on demand of the supplier be supplemented to sufficient security.
- 7.3. If the client pays late then the statutory commercial interest is payable up to the date of satisfaction. For each month (or part thereof) the said interest amounts to a twelfth part of the annual interest payable pursuant to section 119a subsection 2 of Book 6 of the Dutch Civil Code.

- 7.4. For contracts that require a long processing time payment may be requested in instalments.

- 7.5. If the client is in default or fails to comply with one or more of its obligations then the client is held to pay full compensation for both the extrajudicial and the judicial collection costs, including the costs for lawyers, bailiffs, and collection agencies. The extrajudicial costs are set at a minimum of 15% of the principal sum with interest, such with a minimum of € 250.00.

- 7.6. The amounts that the buyer is liable to pay to the supplier on account of the agreement immediately falls due in full if: (I) the buyer applied for suspension of payment or is granted suspension of payment or is declared bankrupt or if a corresponding application is filed, (II) the business of the buyer is, whether or not partly, terminated or transferred, and/or (III) a prejudgment or executory attachment is imposed at the expense of the buyer, unless within eight calendar days after a corresponding request of the supplier the buyer provided the supplier, at the reasonable discretion of the supplier, with appropriate security for all the amounts that the buyer is and shall be liable to pay to the supplier.

8. Right of retention and reservation of title

- 8.1. The supplier who has goods of the client in its possession is authorised to retain the said goods up to satisfaction of any and all costs that the supplier incurred for the implementation of the contracts of the same client, regardless of the fact whether the said contracts are related to the aforementioned or other goods of the client, unless the client provided sufficient security for the said costs.
- 8.2. Each and every delivery of goods by the supplier to the client takes place under reservation of the title of the same until the client has paid everything that the client is liable to pay on account of any agreement, including interest and costs, as well as potential claims on account of non-compliance by the client with an agreement.
- 8.3. If the client does not comply with an obligation on account of the agreement vis-à-vis the supplier then the latter is, without any notice of default being required, entitled to take possession of goods delivered by the same that remain unpaid, no matter where and in what state they are. The client hereby, as the occasion arises, already gives the supplier consent and, as the occasion arises, offers the supplier the opportunity to enter any and locations in order to enforce its right to take possession of the said goods.
- 8.4. Goods delivered by the supplier that pursuant to this paragraph fall under the reservation of title can only be resold within the framework of the normal business operations. Besides the client is not authorised to pledge the goods or to establish any other right on the same.

9. Force majeure

- 9.1. Force majeure is in any case understood as each and every circumstance beyond the control of the supplier that temporarily or permanently hinders compliance with the agreement as also, to the extent not already included in the same, war, threat of war, riots, flooding, stagnation in respectively restriction or discontinuation of the supplies by public utilities, lack of coal, gas, natural oil products or other resources for power generation, fire, machinery breakdown and other accidents, industrial action, official measures, non-delivery of necessary materials and semi-finished products to the supplier by third parties or fixed suppliers, and other unforeseen circumstances, also in the country of origin of these materials and semi-finished products, that hinder the normal business operations and delay the implementation of the order or make this within reason impossible.
- 9.2. If the performance is due to force majeure delayed by more than one month then each party is, upon exclusion of further rights, authorised to, in accordance with the law, dissolve the agreement respectively the part of the agreement that is related to the relevant delivery, without the supplier being liable to pay compensation for damages on the part of the client or third parties.
- 9.3. The supplier is also entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after the supplier should have complied with its obligation.
- 9.4. If the supplier has already partly complied with its obligations upon the occurrence of the force majeure, or can only partly comply with its obligations, then the supplier is authorised to invoice the already delivered and/or the deliverable part separately and the client is held to pay this invoice as if it regards a separate contract.

10. Prices and price changes

- 10.1. Prices are always excluding VAT and other officially imposed duties.
- 10.2. If the price of the goods is calculated based on weight then the net weight is decisive for plastics and the gross weight for all other products.
- 10.3. In case of an increase of the prices of materials, semi-finished products or services that are required for the implementation of the order, an increase of the shipping costs, salaries, social security employer's contributions, and other terms and conditions of employment, a change in the currency exchange rates, implementation of new and increase of existing official duties on raw materials, energy or residual substances or in general circumstances that are comparable to this and occur after the conclusion of the agreement then the supplier is authorised to increase the stipulated prices accordingly.
- 10.4. Laborious text, additional tests, and author's correction shall also give cause to a price increase as well as extraordinary or within reason unforeseen processing difficulties deriving from the nature of the materials and products to be processed.
- 10.5. The passing on of cost increasing costs entitles the client to terminate the agreement if continuation of the agreement can within reason not be requested of the same, having regard to the scope of the price increasing costs.

11. Packaging

Boxes, crates, and similar packaging products that are charged separately can – if returned postage paid in a good state within 14 days – be taken back at the charged price upon deduction of repair costs that may appear necessary after return.

12. Tolerance

- 12.1. Quantity – the supplier is deemed to have performed properly if differences in quantity do not exceed more than:

a. for paper products:

- 20% more or less than the indicated quantity in case of orders up to 250 kg.
- 10% more or less than the indicated quantity in case of orders from 250 up to and including 5000 kg.
- 5% more or less than the indicated quantity in case of orders exceeding 5000 kg.

b. for cellophane, plastics or a combination thereof:

- 30% more or less than the indicated quantity in case of orders with a net weight of 500 kg.
- 20% more or less than the indicated quantity in case of orders with a net weight from 500 up to and including 1000 kg.
- 10% more or less than the indicated quantity in case of orders exceeding 1000 kg.

c. for cardboard:

- 20% more or less than the indicated quantity in case of orders of less than 500 kg.
- 10% more or less than the indicated quantity in case of orders of more than 500 kg.

d. for corrugated cardboard boxes:

- 20% more or less than the indicated quantity in case of orders of fewer than 1,000 pieces.
- 15% more or less than the indicated quantity in case of orders from 1,000 up to 5,000 pieces.
- 10% more or less than the indicated quantity in case of orders of more than 5,000 pieces.

