

General Sales Terms and Conditions of Power Packer Europa BV including her subsidiaries / sisters, hereafter called PP.

CLAUSE 1: APPLICABILITY

1.1 These conditions are applicable to all sales and deliveries of PP to its Customers, hereafter called Customer, unless a deviation is made from any such condition in the written order confirmation. The Customer irrevocably submits to and accepts these conditions by placing the order with PP. The applicability of conditions proposed by the Customer is excluded, unless these conditions have been explicitly accepted by PP in writing.

CLAUSE 2: OFFERS, ORDERS AND AGREEMENT

2.1 No verbal or written offers (even if made by means of price lists issued by PP or a quotation) shall bind PP. Only by PP's written confirmation of the order/agreement placed by the Customer, will the agreement with the Customer be entered and effective.

2.2 PP shall at all times and in all circumstances be entitled to refuse orders from Customers.

2.3 PP shall be entitled to change offers and orders, even if they have been acknowledged in writing/ or performance has commenced, provided that such changes are made at least 5 work days before to the date of delivery.

2.4 Any modifications to the order/agreement shall only be valid after a written mutual agreement by both parties.

2.5 PP reserves the right to modify the specifications of goods designed by PP providing that the modifications will not materially affect the performance of the goods.

CLAUSE 3: QUANTITIES

For all volume orders the minimum order quantity and volumes ordered thereof shall constitute compliance with Customer's order and the unit price will continue to apply, unless specifically agreed upon in writing otherwise between the parties.

CLAUSE 4: PRICES

4.1 The price agreed upon in the order confirmation has been calculated for delivery Ex Works net of VAT and packaging, insurance, handling, customs clearance and/or duties, unless otherwise agreed upon in writing and according to the latest Incoterms regulations.

4.2 All our prices shall be expressed in Euro, unless otherwise agreed in writing.

4.3 PP reserves the right by giving notice in writing to the Customer at any time before delivery to increase the price of the Product(s) to reflect any increase in cost to PP which is beyond the control of PP (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties, significant increase in the cost of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Product which is requested by the Customer, or which is due to any failure by the Customer to give the Company adequate information or instructions.

CLAUSE 5: DELIVERY TERMS

5.1 All agreed trade terms - which are not to be considered strict deadlines shall be construed in accordance with the Incoterms as valid at the date of the formation of the orders/agreements.

5.2 If no specific trade term is specifically agreed in the contract, the delivery shall be according to Ex-Works based on a PP facility.

5.3 As per Ex works, PP will inform the Customer of the pick-up date at the PP facility in accordance to the agreed delivery date(s).

Any delays in delivery towards the Customer after the by PP informed pick-up date(s) are not the responsibility of PP.

5.4 If PP anticipates that agreed delivery date(s) are not met, the Customer shall be notified thereof in writing stating if possible, the expected delivery date(s). Delay in time of delivery does not give the Customer the right to claim damages,

to refuse the goods / services, or wholly or partly cancel the agreement. PP has the right to carry out the order by means of partial deliveries.

5.5 If a delay in delivery is caused by any of the circumstances mentioned in Clause 10.1 "Force Majeure" or by an act or omission on the part of the Customer, the delivery date(s) shall be extended by a period which is reasonable in such case. This provision applies regardless of whether the reason occurs before or after the agreed delivery date(s).

CLAUSE 6: PAYMENT

6.1 Unless otherwise agreed the purchase price shall be paid within net 30 days after the date of the invoice.

6.2 PP shall at all times be entitled to demand (partial) payment in advance, cash on delivery and/or any other security payment. The Customer shall be obliged to meet such a demand.

6.3 All payments shall be made free of all deductions or set-offs – unless otherwise agreed or PP has recognized in writing a counter-claim of the Customer - at the office of PP or to its postal or bank account. Drafts and check will only be accepted if explicitly previously agreed to in writing by PP and under the condition that the Customer will take for his account all costs in connection with the cashing of the draft or check and with any endorsing or prolonging thereof.

In case of payment by means of a draft the Customer guarantees acceptance and payment thereof by the drawee. Customer expressly accepts that PP is not responsible for the delay in returning the draft in the case of non-acceptance. When paying by check the Customer guarantees payment thereof by the drawee.

6.5 If the customer does not pay within the time agreed, PP has the right without any proof of default, to charge him interest equal to the bank rate set forth by the Dutch central bank, but at least 7% per year, without any prejudice to any other remedy available to PP

6.6 In case of late payment by the Customer, PP is entitled to, after having informed the Customer in writing, suspend the performance of its delivery of goods/services obligation as stipulated by order/agreement until the payment has been fully received.

6.7 All judicial and extra-judicial costs related to the collection of any claim against the Customer, including any bill, protest charges and legal fees, shall be charged to the Customer.

CLAUSE 7: TERMINATION

7.1 In case of termination or cancellation of the order/agreement PP is entitled to claim compensation from the Customer. The termination or cancellation and the claim for compensation shall be defined in a mutual agreement whereas the compensation will include but is not limited to by PP incurred costs for development, tooling, invest, finished goods and raw materials lost profits, tooling invest and material commitments at PP's suppliers.

7.2 In case the Customer fails to fulfil the obligations as agreed upon in the contract and/or these general sales terms and conditions, PP shall be entitled to terminate the contract, without prior notice of default, confirmed in writing to the Customer and to claim compensation for any future or already incurred damage(s). All claims by PP will be immediately due and payable.

CLAUSE 8: INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS (COPYRIGHTS, TRADE MARKS ETC.)

8.1 PP is and remains owner of (all rights to) the inventions, as well as of the patent applications or granted patent rights for those inventions as well as the existing copyrights and design rights (hereafter: "existing IP rights").

8.2 The ownership of all results / products (including all inventions, know-how, reports on experiments and developments, proposals, ideas, drafts, design, samples, models etc.), that PP achieves within the scope of the contract/agreement (hereafter: "obtained results"), retains with PP.

Furthermore, with regard to patentable inventions as well as copyrights and design rights obtained during the project this subsection is applicable

8.3 As far as the obtained results are worth protecting (hereinafter: "new IP-rights"), PP is in particular and exclusively entitled, at its own discretion, to file applications for IP-rights (e.g. patents or utility models) in its own name, to prosecute them and let them lapse at any time. The Customer will, for the duration of the contract/agreement, obtain a free-of-charge, usage of the IP rights involved, by buying the developed product from PP. As much as necessary the Customer will provide PP with all necessary information to obtain IP-rights, and support PP with the application and refrain from any action that could harm the grant of the sought IP-right.

8.4 As far as any of the parties brings in sub-contractors within the scope of the contract/agreement for the activities expected from her within the framework of the project, she is obliged to secure the IP- rights for either PP or The Customer by suitable written contracts.

8.5 PP is obliged to secure that the arrangements of the contract/agreement in view of its existing IP-rights and new IP-rights also include corresponding rights of any of its subsidiaries or otherwise linked companies.

8.6 The delivered work (products, services and information) is the exclusive property of PP and is protected by copyright, trademark, service mark, other intellectual property laws and associated common law principles. This protection extends to all areas of PP, including both Customer and non-Customer areas. Information received through PP may be displayed, reformatted and printed for PP's use related to the practice of law, protection of PP's intellectual property or personal, non-commercial use only. Furthermore, Customer agrees that it shall not, directly or indirectly, (i) sell, lease, assign, sublicense or otherwise transfer, (ii) duplicate, reproduce or copy, (iii) disclose, divulge or otherwise make available to any third party, (iv) use except as authorized by this Agreement, or (v) decompile, disassemble or otherwise analyze for reverse engineering purposes, the Brand Protection Services, including all trade secrets and confidential information therein. Customer agrees that it shall not permit any third party to have access to the Brand Protection Services or to any trade secrets and/or confidential information therein.

CLAUSE 9: BRANDING

9.1 The Customer will use the PP name, logo & trademark, as provided, and in accordance to the regulations of PP. They are prohibited for the use in the Customer's name. The Customer shall not alter, publish or distribute any of this proprietary information without the explicit written consent of PP.

9.2 It's strictly forbidden for the Customer to use the name PP on the internet as domain name or part of a domain name and/or e-mail address.

9.3 PP shall have the right to, without obligation and its' sole option, request the Customer to carry through changes or to withdraw the use of proprietary information or internet link.

9.4 The Customer is responsible for the content of his own internet site and shall not assign any rights, obligations and liabilities to PP associated with it.

CLAUSE 10: FORCE MAJEURE

10.1 In case PP is not able to perform its obligation under the agreement by force majeure, PP has the right without judicial intervention to suspend the performance of the agreement or to consider the agreement terminated in whole or in part, at PP's opinion, without PP being liable for any claims for damages or guarantee. Force majeure in this case must be considered to be any circumstances, foreseen as well as unforeseen, as a result of which observance of the contract can no longer be reasonably expected by the Customer including by way of illustration but no limitation: War, sabotage, rebellion, revolt or other unrest, act of hostile states, transportation disturbances, strikes, accidents, fire, explosion, storm and other catastrophes in nature, shortage of workers, shortage of petrol, shortage of raw materials or machines, technical failures, devaluation and inflation, as well sudden increases of import duties and revenues and / or

taxes and delayed delivery by suppliers. In such cases PP has the right to divide in proportions among its Customers the goods that are available.

CLAUSE 11: PROPERTY PROVISIO

11.1 Until the final settlement by the customer of payments due to PP, PP will retain the ownership of all goods delivered by it as guarantee for payment of all that is due without exception; consequently, as long as complete payment of the amount due to PP has not been affected the customer will not be allowed to make a loan on, to pledge or put the goods delivered to him under mortgage, nor to let, lend or in any way or under any title take them away from the business; the customer is however authorized within the normal course of business to sell the goods, provided he does it against cash payment or stating the property proviso made by PP.

11.2 The execution, if any, by PP of rights to which it is entitled on the basis of the property proviso including the attachment of the goods can in no way be regarded as an act resulting in the cancellation of the agreement.

11.3 The customer is obliged to inform PP forthwith if attachment of the goods is made by third parties or if the other measures with regard to the goods are taken by third parties.

11.4 The customer herewith assigns to PP, this as guarantee for payment of all that is due to PP without exception, all claims already existing or in future to be obtained by the customer against third parties in respect of the delivery or placing at the disposal of those third parties by the customer in any way or under any title of goods delivered by PP to the customer. At PP's request the customer will supply each time an accurate specification in writing of all its claims on third parties at a date to be appointed by PP. Insofar as assignment of these claims cannot take place legally at this moment because they are founded on legal relations not yet existing, the assignment will be effected by receipt of the specification by PP, which serves as acceptance of the assignment.

11.5 At the request of PP, the customer must inform the relevant debtors of the assignment in writing and do all other things necessary or desirable in order to give the assignment full legal effect. The customer must inform PP immediately, if attachment of the assigned claims is made by third parties or if other measure with regard to the claims is taken by third parties.

CLAUSE 12: WARRANTY & LIABILITY

12.1 The guarantee commences on the day of delivery of the goods and is valid for a period of one year, unless otherwise agreed in writing.

12.2 PP warrants guarantee on its products - solely if the explicitly contracted specifications of the products are not met - when defects arise under normal use and conditions of the product (in accordance with the applicable user manual). If the product is defective and/or is not substantially conforming to the specifications, PP shall have the duty, but also the right, to –at PP option- either to replace or repair the product free of charge within a reasonable time period.

12.3 A product is seen as defective or non-conforming when PP identifies the same defect as its Customer under normal user conditions.

12.4 The non-conforming or defective product shall become the property of PP as soon as it has been replaced or credited for warranty purposes.

12.5 Replacement with respect to guarantee does not include a prolongation of the original warranty period.

12.6 Guarantee is only applicable to the products that have been invoiced to its Customers with a clear PP identification label or PP marked production batch code. PP is not liable for direct or indirect damage to other non-PP parts and/or claims, unless enforced by legal injunction. PP is also not liable for a damaged, defective or non-conforming product when it is caused by an external and/or linked part(s).

12.7 PP shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of normal wearing out, overburdening, misuse, neglect, environmental testing, accident, improper

installation, repair, handling, oil, spare-parts, transportation, alteration, modification and/or storage of the product.

12.8 Where a warranty claim is justified, PP pays for freight expenses and determines the freight type. When returned parts are found not to be defective or non-conforming, costs for freight, testing and handling will be charged to the Customer.

12.9 Non-compliance with one of or more of the provisions set in the contract for warranty claims shall oblige the Customer to compensate any and all damages that PP may suffer from such non-compliance, including damage to the name and reputation of PP.

12.10 PP may oblige the Customer - without being liable at any time for any damages -, in case of a serious defect, to fully take off the market (recall action) any products it delivered to and which have been marketed by the Customer within a reasonable timeframe. Costs will be charged to the Customer unless PP is responsible for the defect.

12.11 Every warranty request needs to be supported by a complete report made by the requestor of the warranty claim. This should be in compliance with the PP 8D-model. PP can require the defective or non-conforming product to be sent back for technical investigation and/or visualization. When required and not being sent back to PP, this automatically results in a decline of the warranty claim.

12.12 Warranty claims will lapse after 12 months after the date of delivery.

12.13 If PP deems the complaint to be timely made and to be justified, PP shall, in case of incomplete delivery, supply the deficiency or, in case of incorrect delivery, repair the “incorrect” goods or replace the same by others, at PP’s option, without PP being liable for any claims for damages.”

12.14 Costs of labour for dismantling and again assembling the product by the Customer or within the dealer network of the Customer are not reimbursed by PP for a warranty claim, unless explicitly agreed in the contract between PP and its Customer.

12.15 A warranty claim by Customer shall not constitute a reversal of the burden of proof. Only Customer shall have the burden of proof that all conditions for a warranty claim have been fulfilled.

12.16 This warranty is void if the defect was caused by customer’s misuse, neglect, improper installation or testing, repair attempts not authorized by PP in writing, unauthorized alteration or use of any such goods not meeting PP’s specifications.

CLAUSE 13: LIABILITY

13.1 Excluded are all further liabilities except for warranty claims as referred to in Article 12. PP can only be held liable in case of any and only direct damage(s) that have been caused solely by intent or gross negligence” by PP itself or by executive personnel of PP.

13.2 The liability of PP as meant in 13.1 is under all circumstances limited to the amount for which PP is insured - or should have been insured if insurance is common practice and strictly necessary in the branch of industries of PP - and for which the insurance company effectively pays out. In any case the liability of PP is limited to the net amount of the respective order the Customer sent to PP, where as the amount is subject to a maximum of € 50,000, regardless of the legal basis of such liability.

13.3 PP can never be held liable for any damages caused by or due to products which have been processed by PP which have been delivered or requested by the Customer.

13.4 PP is not liable for any kind of personal injury, death or immaterial damages caused to the Customer or the supply chain and/or dealer network of the Customer. Loss of profit, margin, turnover, clientele, and production, infraction of image, damages and claims resulting of demands or sentenced by third parties, or any other type of indirect damages, are explicitly excluded from PP liability in a warranty claim.

CLAUSE 14: QUALITY

14.1 The Customer acknowledges and complies with all quality procedures specified by PP.

14.2 The Customer agrees that PP shall have the right to enter the Customers’ facility, at reasonable times, to inspect the facility, production processes, materials and any property associated to the products of PP.

14.3 When a quality problem occurs in one of the delivered products supplied by PP, the Customer shall immediately inform PP in writing of the occurred problem.

14.4 The Customer is assumed to have made sure that the products delivered by PP are fit for the purpose he wants to use them for. When not compliant, PP is not liable when they do not fit the purpose.

14.5 Small quality imperfections do not constitute a breach of contract or any other obligations made with PP.

CLAUSE 15: CLOSURE

15.1 PP has the right to change the General Terms & Conditions at any time in its discretion. The Customer has the responsibility to make sure, before placing an order, it understands and possesses the most recent version of General Terms & Conditions of PP.

15.2 PP will always send the latest version of General Terms & Conditions along with a newly signed contract to the Customer.

CLAUSE 16: EXPORT CONTROL

In recognition of U.S. and local (in particular Dutch) export control laws, Customer hereby agrees that any export license or other documentation will be obtained prior to exportation of any product or technical data acquired by the Customer from PP. Accordingly Customer shall not sell, export, re-export, transfer, divert or otherwise not to dispose of any such product or technical data directly or indirectly to any person or firm or country, or countries, in violation of the laws or regulations of the United States or local laws (in particular Dutch laws). Furthermore, Customer agrees to notify any person obtaining such products or technical data from the Customer of the need to comply with such laws and regulations. Customer agrees to, at its own expense, secure such licenses and export and import documents as are necessary to buy and resell the products. In case an export license is refused, Customer shall not be entitled to return products or technical data or ask for compensation.

CLAUSE 17: APPLICABLE LAW

17.1 Dutch law is exclusively applicable to any agreement between PP and the Customer, and any disputes which may arise from these agreements.

17.2 Any dispute(s) arising between PP and the Customer shall exclusively be handled by the Dutch Court which has jurisdiction in the area in which PP is seated.

17.3 The applicability of the Vienna Sales Convention is expressly excluded.