

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

**BODE HARDINXVELD B.V., with its registered office and
with its principal place of business at Nijverheidsstraat 19,
3371XE,
Hardinxveld-Giessendam**

Article 1 - Definitions

- 1.1 "Bode" in these conditions is meant to be understood as: Bode Hardinxveld B.V., with its registered office in Hardinxveld-Giessendam (Dutch Chamber of Commerce number: 23088235); address for visitors: Nijverheidsstraat 19, 3371XE, Hardinxveld- Giessendam; telephone number: 0184-611569; email info@bodepackaging.nl.
- 1.2 "Customer" in these conditions is meant to be understood as: the natural person, whether or not acting in the course of a profession or business, which includes the Customer-Consumer, or the legal entity or the joint venture which has concluded an agreement with Bode in relation to the provision of services and/or delivery of items by Bode, or the performance of any other performance, or is negotiating about this with Bode.
- 1.3 "Customer-Consumer" in these conditions is meant to be understood as: the natural person who is not acting in the exercise of a profession or business.
- 1.4 "Parties" in these conditions is meant to be understood as: Bode and Customer.
- 1.5 "Agreement" in these conditions is meant to be understood as: each agreement between Customer and Bode to provide services and/or deliver things by Bode or the performance of any other performance.
- 1.6 "Website" is meant to be understood as: www.bodepackaging.nl.

Article 2 - Applicability

- 2.1 These terms and conditions apply to all offers of assignments to and agreements with Bode.
- 2.2 Announcement of these conditions may be done by reference in emails, apps, on (the back of) stationery, offer, confirmation of assignment, invoice and on the Website.
- 2.3 Agreements which deviate from these conditions or supplement it, are only binding if they are agreed upon in writing and apply only on a case-by-case basis.
- 2.4 Any applicability of terms and conditions used by Customer are hereby expressly ruled out.
- 2.5 In the event that these conditions are also drawn up in another language than the Dutch language, the Dutch text always prevails in case of differences.
- 2.6 Any voidability or nullity of a provision of the agreement and/or these conditions does not affect the validity of the remaining part of the agreement and/or these conditions. Instead of the voided or void part, what applies as agreed upon is what is closest in a legally permissible manner to what parties would have agreed upon, if they would have known about the nullity or voidability.
- 2.7 If Bode does not require strict compliance of these conditions in some cases, then this does not mean that these conditions would not be applicable or that Bode would lose the right to require strict compliance of these conditions in the future, in similar cases or not.

Article 3 - Offer and acceptance

- 3.1 Each offer of Bode is revocable, also if a period for acceptance is stipulated therein.
- 3.2 All offers, quotations and cost budgets of Bode, made orally, in writing, by telephone, through the Website, by email, app or in another manner, are without any obligation and may, to the

extent that the law allows it, be immediately revoked by Bode, event immediately after Customer has accepted the offer.

- 3.3 All information and/or specifications provided with an offer or quotation always applies approximately and are only binding for Bode, if this is expressly confirmed by Bode, in writing, and with those words.
- 3.4 If an offer of Bode is not followed by a written unconditional acceptance within 14 days or a different indicated period, then it has lapsed automatically.

Article 4 - Agreements

- 4.1 An agreement is formed at the time that Bode receives a returned offer unconditionally signed by the Customer or, if this happens at an earlier time, at the time that Bode begins with the execution of the agreement.
- 4.2 Agreements with subordinate personnel or other (intermediary) persons of Bode other than its management, do not obligate Bode to the extent that these agreements are not confirmed in writing by the management of Bode.
- 4.3 The confirmation of assignment of Bode is considered to accurately and completely reflect the agreement, unless the contrary is proved.
- 4.4 For misunderstandings, delays or the improper transmission of data and communications as a result of the use of any means of communication between Bode and Customer, or between Bode and third parties, to the extent that these relate to Bode and Customer, Bode is not liable, unless there is a case of intent or gross negligence of Bode.
- 4.5 If Bode concludes an agreement with two or more persons or legal entities, each of these (legal) persons or entities is jointly and severally liable for the performance of the obligations towards Bode.
- 4.6 Bode reserves the right to dissolve the concluded agreement in whole or in part without judicial intervention, if Customer requests application of the Court Approval of a Private Composition (Prevention of Insolvency) Act, if Customer requests (provisional) suspension of payment, if the bankruptcy of Customer is filed for, if Customer attributably fails in the performance of its obligations pursuant to the agreement, if the agreement cannot (or no longer) be reasonably carried out, if Customer dies, or if Customer is in default in the provision of information which Bode requires from Customer or requires in the context of the concluded agreement. If the agreement is dissolved by Bode on any of the aforementioned grounds, Customer will automatically owe a reimbursement to Bode for the incurred internal costs and loss of profits, of 25 % of the agreed upon reimbursement with a minimum of € 500. In addition, Customer will reimburse all other costs, incurred by Bode in preparation of performances to be provided by Bode, as well as all other damage suffered by Bode. If and to the extent that Bode dissolves the agreement concluded between parties (on the basis of one of aforementioned grounds), it is not obligated to payment of any reimbursement or compensation to Customer pursuant to any reason whatsoever.
- 4.7 The right of Customer to the execution of the agreement is non-transferable without prior written permission from Bode.
- 4.8 Bode may engage third parties in the execution of the agreement.

Article 5 - Delivery and delivery period

- 5.1 As a consequence of the nature of its business and its products, Bode is largely dependent on performances of third parties (such as suppliers, transporters, customs authorities and other institutions), which means that Bode cannot guarantee that the agreement may be complied with fully and in a timely manner.
- 5.2 The periods specified by Bode are as best as possible based on the circumstances applicable at the time of the conclusion of the agreement. However, they are never binding or strict. If the

Customer is a Customer-Consumer, Bode delivers the ordered things within 30 days after the conclusion of the Agreement, unless agreed upon otherwise.

- 5.3 If Bode exceeds the agreed upon periods, Customer does not have a right to dissolution of the agreement, unless Bode is in default for longer than 30 days, after being put in default. Bode will not owe any compensation in that case.
- 5.4 The things sold by Bode are delivered from the business or storage space of Bode, unless agreed upon otherwise. The risk, to the extent permitted by law, transfers to Customer as soon as the things have left the business or storage space or as soon as the things are separated for the benefit of Customer and communication is made or dispatched that what is purchased is ready for delivery. The transport risk is borne by Customer to the extent permitted by law.
- 5.5 Customer will take possession of the things and/or take delivery of the services as soon as Bode offers these. If Customer does not perform aforementioned obligation, Bode may, without prejudice to its competence to claim performance, dissolve the agreement, in which case what is stipulated in article 4.6 second paragraph applies.

Article 6 - Prices

- 6.1 The agreed upon prices are excluding VAT and are based on the cost-determining factors at the time of the offer. Bode reserves the right, to the extent permitted by law, to charge changes in cost-determining factors arisen after the date of the offer or order confirmation, to which Bode cannot reasonably exercise any influence, such as, for example, increase of the prices of wood, purchase prices, excise duties, social charges, insurance payments, toll rates, shipping/transport costs or turnover tax, to Customer, even if a certain price is agreed upon.
- 6.2 Any transport costs, dispatch costs, insurance costs and all other costs incurred in relation to the delivery are not included in the price, unless agreed upon otherwise in writing.
- 6.3 Considered as additional work is all which Bode has delivered and/or made in consultation with Customer, whether or not in writing, during the execution of the agreement above the quantities expressly set out in the agreement or the offer or performed by Bode above the work activities expressly set out in the agreement or the offer.
- 6.4 If, upon request of Customer, work activities are performed outside of the customary working hours, a surcharge of 25% for wage costs will be charged for work activities performed between 16.00 and 18.00 on Monday to Friday. For work activities commenced after 18.00 hrs to 7.30 of the following day and for Saturdays, a surcharge applies of 50%. For Sundays and public holidays, a surcharge of 100%, or 125% applies. Wherever appropriate, Bode may charge other surcharge rates. Bode is not obligated to perform work activities outside of the customary working hours; it may refuse to do so pursuant to the circumstances.

Article 7 - Payment

- 7.1 The payment term of invoices is fourteen (14) days after the invoice date. Deviating payment agreements only apply if they are agreed upon in writing.
- 7.2 Bode may require that payment takes place at the time an agreement is concluded. If necessary, Bode will draw up a 'pro forma' (final invoice) in relation to this in advance.
- 7.3 In deviation of article 7.1 and 7.2, payments takes place pursuant to an agreement which Customer has concluded with Bode through the Website, to Bode or a third party designated by Bode, all with due observance of the payment methods specified in the webshop. For the payment method "In arrears within 14 days" (if optional), the payment term of invoices is fourteen (14) days after the invoice date. This payment needs to be paid to Bode within 14 days or to a third party designated

by Bode. If Bode has designated a third party, Bode may assign all rights to collect the claim to that third party, who will handle the collection of the claim on the Customer.

- 7.4 Customer will not suspend or settle the payment of the reimbursement to Bode, unless provisions of mandatory rules of law oppose this prohibition.
- 7.5 Payments will be made in Euro, unless specified otherwise.
- 7.6 Payments of Customer always serve first to satisfy the default interest owed by Customer and (extra) judicial collection costs and are then deducted from the oldest outstanding debt, even if Customer communicates that the payment pertains to a later claim or other item.
- 7.7 Customer is in default, without the requirement of notice of default, by the mere lapse of the payment term. If Bode has reasonable doubt about the prompt compliance of the obligations of Customer, then the receivables of Bode are immediately due and payable, regardless of any agreed upon payment term.
- 7.8 During the period of its default, Customer owes a default interest on the outstanding debt of 2% per month or part of a month.
- 7.9 If Customer is in default with any payment, Bode may suspend its performances, while Bode may also dissolve the agreement without judicial intervention, in which case article 4.6 second paragraph applies.
- 7.10 If Customer is in default with the performance of one or more of its obligations, the costs to obtain satisfaction by extrajudicial means are fully at the expense of the Customer. If the Customer remains in default in the timely payment of a sum of money, then Customer forfeits, in any case, an immediately payable penalty of 15% on the still owed amount, with a minimum of € 75, without prejudice to the right to claim performance or compensation.
- 7.11 If Bode has incurred higher costs, than reasonably necessary, then these are also eligible for reimbursement.
- 7.12 The Customer owes the statutory commercial interest rate on the incurred collection costs.

Article 8 - Down payment and provision of security

- 8.1 Bode may require from Customer, always without further justification, that Customer provides security for the performance of its payment obligations, for example by paying an advance payment, with the understanding that the advance payment amounts to no more than half of the purchase price for an agreement with a Customer-Consumer, unless agreed upon otherwise.
- 8.2 Customer will pay the advance payment within the required period. Customer is in default by the lapse of aforementioned period; a notice of default is not required for this. Before security is provided and if Customer is in default with the provision of security, Bode may suspend its performances, while Bode may also dissolve the agreement without judicial intervention, in which case article 4.6 second paragraph applies.

Article 9 - Data Customer

- 9.1 Customer will make all data and documents which Bode reasonably needs for the correct execution of the agreement available to Bode, in a timely manner in the desired form and in the desired manner, and Customer will also otherwise keep Bode informed with the relevant information.
- 9.2 If it appears that the information provided by Customer is not correct, not complete and/or not reliable, all extra costs which Bode has to incur because of it in relation to the - execution of the - agreement, are at the expense of Customer, without prejudice to the obligation of Customer to indemnify Bode for claims of third parties.
- 9.3 The data of Customer will be included in files of Bode. This

data will only be used for the execution of the order of Customer.

- 9.4 To the extent that personal information is processed in the context of the execution of the work activities, this personal information will be processed in an adequate and careful manner and in accordance with the General Data Protection Regulation.
- 9.5 Customer may always receive access in his data which is included in the files of Bode and request change thereof. Such a request may be submitted by email (info@bodepackaging.nl).
- 9.6 Customer indemnifies Bode against each claim and each claim of third parties, by whatever name and pursuant to any reason whatsoever, also including but not limited to receivables to pay damage, costs and fines, related to the processing and/or the storage and/or the use of personal information in the context of the execution of the agreement.
- 9.7 Bode will keep all information of Customer of which the confidential nature has been reasonably made known confidential towards third parties, with the exception of obligations to disclosure of certain information imposed on Bode by the law, the court, or the government.
- 9.8 Bode is entitled to use numerical results obtained after processing, provided that these results cannot be traced back to individual Customers, for statistical or comparative purposes.

Article 10 - Retention of title

- 10.1 Bode reserves the property of all things delivered by Bode to Customer until the purchase price for all these things, also future things, is entirely paid. The reserved property also applies for the receivables which Bode acquires on Customer due to failure of Customer in one or more of the other obligations towards Bode. As long as the property of the delivered things has not transferred to Customer, the Customer is not allowed to assemble, install or attach, use, consume, sell or pledge the things or grant any other right on it to a third party. Delivered things which have transferred property by payment of Customer and other things which are in possession of Bode, still serve as collateral security for those receivables, which Bode may still have on Customer pursuant to any reason whatsoever (reserved non-possessory pledge).
- 10.2 Customer will store the things delivered under retention of title carefully and as always recognisable property of Bode. Customer will insure the things for the duration of the reserved property against all the usual risks. Customer hereby authorises Bode to pledge all claims on behalf of Customer on the insurers pursuant to the specified insurances to itself (undisclosed) as referred to in article 3:239 of the Dutch Civil Code, to the greater security of the receivables of Bode towards Customer. If Customer fails with the performance of the payment obligations towards Bode, or if Bode has good reason to doubt that Customer will fail in the obligations, Bode is allowed to at any time take back the things delivered under retention of title. After taking back, Customer will be credited for the market value (on basis of purchase price), which cannot be higher under any circumstance than the original purchase price, less the costs incurred on repossession.

Article 11 - Right of retention and right of pledge

- 11.1 Bode is allowed, up to the time that Customer has complied with all obligations towards Bode, to hold, towards each of the things, documents and money at the risk and expense of Customer, of which Bode gets possession in the context of its agreements with Customer.
- 11.2 All things, documents and money which Bode has or will receive in possession pursuant to any reason whatsoever, serves as collateral security of all receivables which Bode has

or will receive at the expense of Customer.

- 11.3 Bode may also exercise the rights assigned to Bode in paragraphs 1 and 2 for all which Customer still owes in relation to other agreements, whether or not with group companies.

Article 12 - Investigation, complaints and warranties

- 12.1 Customer will immediately check what is delivered upon delivery for any deviations from what is agreed upon.
- 12.2 Any complaints need to be submitted, stating the precise facts to which these complaints relate to, immediately and no later than within 5 days after actual delivery, with Bode, upon default of which Customer is considered to have irrevocably and unconditionally accepted what has been delivered/performed. The Customer-Consumer needs to report defects as soon as possible and, in any case, within 2 months after the discovery.
- 12.3 Complaints are not allowed pertaining to deviations customary or minor in respect to the trade and industry, in colours, quality, compositions, thickness, quantities, years, etc.
- 12.4 Bode is only obligated to take note of submitted complaints, if Customer has complied with all contractual obligations towards Bode. Customer will not be able to suspend or settle obligations in relation to a complaint submitted by Customer, except to the extent that provisions of mandatory rules of law oppose this.
- 12.5 If the complaints of Customer are well-founded, Bode will ensure, after consultation with Customer, the redelivery of a thing of the same or similar kind within a reasonable period. If requested, Customer will transfer the replaced items or parts to Bode, or adequately store it for some time to be checked. Full or partial dissolution of the agreement by Customer is only possible with permission from Bode.
- 12.6 If the complaints of Customer, also considered what is stipulated above, are well-founded, but the redelivery of the thing or service is not possible within a reasonable period, Bode is entitled to deliver a thing or service of the nearest type or apply a reasonable price reduction. Full or partial dissolution of the agreement by Customer is only possible with cooperation from Bode.
- 12.7 If performance of the agreement appears to (temporarily) not be possible, Bode informs Customer about the expected delay/delivery period and about any price variations of a replacement article and/or service. If the Customer-Consumer then does not agree to the new delivery period and/or with delivery of the replacement article and/or service, then Customer-Consumer is allowed to dissolve the part of the agreement which is not executed, unless there is a case of force majeure and performance is not something which is and will remain impossible. Bode will then only be obligated to reimbursement of payments already received from Customer pertaining to the part of the agreement which is not executed.
- 12.8 The things to be delivered by Bode comply with the usual requirements and standards which may be reasonably set to them at the time of delivery and for which they are intended for normal use.
- 12.9 If a warranty given by Bode concerns a thing produced by a third party, then this warranty is limited to the warranty given by the producer of the thing to Bode, unless specified otherwise. If calculations pertaining to the delivered things are based on a certain period, then this period does not apply as warranty period.
- 12.10 Any form of warranty lapses if a defect has arisen as a consequence of or following from improper use of the thing, or incorrect storage of the thing or incorrect maintenance of it by Customer or third parties. This also applies if Customer or third parties, without prior permission from Bode, have made changes to the thing or have attempted to make these, have attached other things to it which should not be attached to it, if

the thing was processed or transformed in a manner other than prescribed or if Customer modifies the thing, assembles it, changes it, resells it or mixes it with other things.

Article 13 - Goods returned

- 13.1 Goods returned to Bode with refund of the purchase price are only allowed with permission of Bode and if there is no case of tailor-made work.
- 13.2 Goods returned to Bode take place at the risk and expense of Customer.
- 13.3 Bode is entitled to refuse goods returned too late and/or apparently unwarranted returns, as well as goods returned of which the costs are not prepaid.
- 13.4 If Bode stores the returned things, this happens at the risk and expense of Customer. No approval or acceptance of the goods returned may be derived from this.

Article 14 - Revocation right Customer-Consumer

- 14.1 The Customer-Consumer who has concluded an agreement with Bode through the Website, may dissolve that agreement without giving reasons during a time for reflection of 14 days. This time for reflection enters into effect:
 - a. on the day that the agreement is concluded, if it concerns an agreement to provide a service which is not yet performed;
 - b. on the day that Customer-Consumer has received the thing;
 - c. if Customer-Consumer has ordered multiple things in the same order: on the day that Customer-Consumer has received the last thing;
 - d. if the delivery of a thing consists of various shipments or parts: on the day that Customer-Consumer has received the final shipment or the last part; and
 - e. for agreements for regular delivery of things during a certain period: on the day that Customer-Consumer has received the first thing.
- 14.2 During the time for reflection Customer-Consumer will handle the thing and the packaging carefully. Customer-Consumer is only allowed to unpack and examine the thing to assess whether he wants to keep the thing. As long as Customer-Consumer has not decided to keep the thing, he is not allowed to use the thing and Bode has the right to reimbursement if the thing decreases in value as a result of improper handling and/or use by Customer-Consumer.
- 14.3 If Customer-Consumer makes use of the revocation right, then this is to be reported within the time for reflection unequivocally to Bode. As soon as possible and certainly within 14 days after the report, Customer-Consumer returns the thing, in accordance with the instructions provided by Bode, in original, unused and undamaged condition and packaging or hands it over to Bode, with all appurtenances delivered along with it.
- 14.4 Customer-Consumer bears the costs of sending back the thing, unless agreed upon otherwise.
- 14.5 The revocation right is ruled out pertaining to things which are manufactured upon request of Customer-Consumer, mixed, modified, altered or tailor-made (customisation) and things which Bode normally does not carry and which Bode has ordered with third parties upon request of Customer-Consumer.

Article 15 – Liability and indemnification

- 15.1 For defects Bode is, except in the event of intent or gross negligence, not liable for direct trading loss, property damage, personal injury or any other damage or loss whatsoever, which arises for Customer and/or third parties, directly or indirectly. At most, Bode is obligated to deliver or provide the thing or service again, or, if delivery is no longer reasonably possible, apply a reasonable price reduction.

- 15.2 Any liability of Bode is limited to the damage and loss which was foreseeable as possible result of the act requiring compensation with as maximum the amount which is paid out in the relevant case pursuant to the liability insurance concluded by Bode (of which the maximum payout currently amounts to EUR 2,500,000 per year), plus the amount of the excess which is not borne by the insurer according to the policy conditions.
- 15.3 Without prejudice to what is otherwise stipulated in these terms and conditions, Bode is, for things and/or services which are obtained from third parties, never liable for more than to the extent that these third parties are liable towards Bode and provide opportunity for recovery.
- 15.4 Without prejudice to what is otherwise stipulated in these terms and conditions, Bode is never liable for damage and loss in any form whatsoever in the event that Bode handles the loading and/or unloading of or on vehicles which are made available by or on behalf of Customer, regardless of whether this happens on the terrain of Bode or on the terrain of Customer or elsewhere.
- 15.5 Bode is not liable if Customer has not promptly and in writing reported the damage to Bode, within 5 days after having observed it or having been able to observe it.
- 15.6 Bode stipulates all legal and contractual defences which Bode may invoke to defend its liability towards Customer, also for the benefit of its subordinates and non-subordinates for whose conduct Bode may be liable pursuant to the law.
- 15.7 Customer will fully indemnify Bode for any form of liability which may rest on Bode towards third parties pertaining to things delivered or services performed by Bode, to the extent that this liability does not rest on Bode pursuant to these conditions.
- 15.8 Any (legal) claims also need to have been brought to court at the risk of forfeiting no later than one year after delivery of the agreed upon services and/or things.
- 15.9 The limitation of liability and the indemnification applies towards the Customer-Consumer only to the extent permitted by law.

Article 16 - Force majeure

- 16.1 Force majeure (“non-attributable breach”) is meant to be understood here as: each circumstance, independent of the will of parties, possibly unforeseeable, because of which performance of the agreement cannot reasonably be required (any longer) from Bode by Customer.
- 16.2 Force majeure of Bode is certainly meant to be understood as: work strike, disproportionate sickness absence of the personnel of Bode, fire, sabotage, government measures, internet, computer and telephone failures with Bode, unusual price increases, problems with suppliers, transporters and involuntary disruptions or impediments making the execution of the agreement more expensive and/or more objectionable, such as storm damage and/or other natural disasters, epidemic and/or pandemic as well as imputable failure to meet one's obligations (“attributable breach”) by auxiliary persons of Bode or Customer, resulting in Bode not (or no longer) being able to perform its obligations towards Customer (in a timely manner).
- 16.3 If a situation of force majeure occurs, Bode may suspend the execution of the agreement or dissolve the agreement definitively; Customer may also do so, but only after Bode has not performed its obligations for 60 days after notice of default. For dissolution in the event of force majeure, Bode does not owe compensation.
- 16.4 Bode may claim payment for the performances which are performed for the execution of the agreement in question before the circumstance appeared, which resulted in force majeure.

- 16.5 Bode may also invoke force majeure if the circumstance which results in the force majeure, enters into effect after its performance should have been provided.

Article 17 - Transport conditions

- 17.1 If and to the extent that Bode provides dispatch services, the Terms and Conditions of the Federation of Dutch Forwarding Agent Organisations 2018 (Fenex conditions; www.fenex.nl/voorwaarden/) apply to this, including the therein comprised limitation of liability (art. 11.3) but excluding the therein comprised arbitration clause (art. 23). If Bode acts as transporter, then the General Conditions of Transport 2002 (AVC-voorwaarden; www.sva.nl/avc) apply including the therein comprised legal limitation of liability (art. 13). If and to the extent that Bode performs stevedoring work pertaining to sea and inland waterway vessels and rail vehicles and related storage activities, the General Terms and Conditions of Rotterdam Stevedores 1976 apply (www.bodepackaging.nl/lashing-securing) including the therein comprised limitation of liability (art. 8).
- 17.2 If and to the extent that there are contradictions between provisions in articles 1 to 16 and 18 of these conditions and the provisions of this article 17 and the conditions specified in this article 17, the provisions of articles 1 to 16 and 18 prevail.

Article 18 - Applicable law and disputes

- 18.0 All legal relationships between parties are solely governed by Dutch law.
- 18.1 The provisions of the Vienna Convention on Contracts for the International Sale of Goods do not apply, nor does any other existing or future scheme regarding purchase of movable tangible property of which the application may be ruled out by parties.
- 18.2 All disputes which arise between parties will first solely be settled by the Rotterdam Court (proceedings on the merits and interim relief).