

GENERAL SALES CONDITIONS PROFESSIONALS



BAGINCO INTERNATIONAL NV

MOUTERIJ 8, 2550 KONTICH (BE) | RPR ANTWERP, DEPARTMENT ANTWERP
VAT BE 0890.459.109

1. TAAL, LANGUE, LANGUAGE, IDIOMA

Nederlands: Deze Algemene Voorwaarden zijn op eenvoudig verzoek beschikbaar en zijn tevens te consulteren op www.baginfo.com, in het Nederlands, Frans, Engels en Spaans. De Nederlandstalige versie van deze Algemene Voorwaarden is de enige authentieke.

Français: Ces Conditions Générales sont disponibles sur simple demande et peuvent aussi être consultées sur le site www.baginfo.com, en néerlandais, français, anglais et espagnol. La version en néerlandais de ces Conditions Générales est la seule version authentique.

English: These General Terms and Conditions are available on request and can also be consulted on www.baginfo.com in Dutch, French, English and Spanish. Only the Dutch version of these General Terms and Conditions is legally valid.

Español: Estas Condiciones Generales están disponibles a simple petición y también pueden consultarse en www.baginfo.com en español, francés, holandés e inglés. La versión neerlandesa de estas Condiciones Generales es la única auténtica.

2. DEFINITIONS

2.1 “BAGINCO”: the public limited company “BAGINCO INTERNATIONAL”, having its registered office at B-2550 Waarloos, Mouterij 8, registered at the Legal Entities Register of Antwerp, department Antwerp under number 0890.459.109 and known by the VAT-authorities under number BE0890.459.109

2.2 “General Conditions”: present general sales and delivery conditions.

2.3.1 “Customer”: any (legal) entity that purchases a Product from BAGINCO, places an order at BAGINCO, and/or requests a quotation from BAGINCO, as well as anyone who purchases a Product from BAGINCO, places an order at BAGINCO, and/or requests a quotation from BAGINCO on behalf of or on account of another (legal) entity.

2.3.2 “New Customer”: any (legal) entity who purchases a product from BAGINCO, places an order at BAGINCO, and/or requests a quotation from BAGINCO for the first time, as well as anyone who purchases a Product from BAGINCO, places an order at BAGINCO, and/or requests a quotation from BAGINCO on behalf of or on account of another (legal) entity for the first time.

2.3.3 “Existing Customer”: any (legal) entity who has purchased Products before or regularly purchases Products from BAGINCO, places orders at BAGINCO, and/or requests quotations from BAGINCO, as well as anyone who has purchased Products or regularly purchases products from BAGINCO, places orders at BAGINCO, and/or requests quotations from BAGINCO, etc. on behalf of or on account of another (legal) entity.

2.4 “Product” or “Products”: Block bottom bags and paper window bags produced by BAGINCO and closing strips purchased by BAGINCO.

2.5 “Blank Block Bottom and Window Bags”: block bottom and window bags without print.

2.6 “Printed Block Bottom Bags”: block bottom bags with standard print.

2.7 “Personalised Block bottom and Window Bags”: customized block bottom and window bags, for which the Customer chooses size, outer finishing, inner finishing, layout, etc.

2.8 “Ready For Press”: the approval by the Customer, in whichever form, of the sample print provided by BAGINCO and on which basis BAGINCO will start the execution of the order of the Customer.

2.9 “Registered Letter of Complaint”: a letter sent by registered mail or an e-mail with confirmation of receipt to info@baginfo.com, stating the invoice number, all reference numbers (if applicable) listed on the written agreement between BAGINCO and the Customer, the order confirmation originating from BAGINCO, the delivery slip originating from BAGINCO and/or the invoice originating from BAGINCO, with accurate identification of the Products, as well as a detailed statement of the non-conformity or the fault.

2.10 “Conformity of the Delivery” (exhaustive definition): delivery of the correct (types of) Products, without visible faults, at the correct location in accordance with the written agreement between BAGINCO and the Customer or, in lack thereof, in accordance with the order confirmation originating from BAGINCO. In lack of both a written agreement between BAGINCO and the Customer and an order confirmation originating from BAGINCO, the correctness of the (types of) Products and of the location are evaluated by comparison to the order of the Customer.

2.11 “Agreement For Periodic Offtake”: Agreement for a definite or indefinite period during which the Customer can order certain (volumes of) Products from BAGINCO on demand.

3. APPLICABILITY

3.1 Notwithstanding any communication stating otherwise in the past or present, the Customer accepts, by requesting a quotation, placing an order and/or concluding an agreement with BAGINCO, that only the following conditions are applicable to all contractual, precontractual, and extra-contractual legal relationships between BAGINCO and the Customer, both in the present and in the future (in hierarchical descending order, the following in case of absence or silence of the previous): (1) the written agreement between BAGINCO and the Customer; (2) the written order confirmation originating from BAGINCO; (3) these General Conditions; (4) articles 4-88 of the Vienna Convention; (5) the Unidroit Principles; (6) the law of Belgium, with exclusion of articles 1-3 and 89-101 of the Vienna Convention.

Other conditions and/or terms, including but not limited to the general and/or special conditions of the Customer, do not apply and are explicitly waived by BAGINCO. Other (deviating) conditions only apply if BAGINCO explicitly signs these (deviating) conditions for approval. These deviations signed explicitly for approval are only valid for the agreement to which they apply and cannot be invoked for any other, even similar agreements.

3.2 Any nullity of one or a part of one of the provisions of these General Conditions does not diminish the applicability of the other provisions and/or the rest of the provision. In case of nullity of one of the provisions, BAGINCO and the Customer, to a reasonable extent and in accordance with their loyalty and convictions, will negotiate to replace the nulled provision by an equivalent provision that answers the general spirit of these General Conditions.

3.3 BAGINCO reserves the right to revise and/or change these General Conditions at any time.

4. QUOTATION, ORDER AND ORDER CONFIRMATION

4.1 BAGINCO can revoke all discounts and quotations at any moment. In all cases, the discounts and quotations from BAGINCO are non-binding and should be viewed as an invitation for the Customer to place an order.

4.2 The agreement between BAGINCO and the Customer is only concluded when a person authorized to legally bind BAGINCO confirms the order from the Customer in writing and/or electronically by means of an order confirmation or delivery slip, or when BAGINCO starts executing the order.

4.3 Unless otherwise agreed, BAGINCO, without prejudice to the provisions of article 7 of these General Conditions, will only start the execution of the agreement after observing a waiting period of three working days, such without the Customer having any right to redress this matter regarding BAGINCO.

4.4 All deliveries of Products that were not explicitly anticipated in the written agreement between BAGINCO and the Customer or in lack thereof in the order confirmation originating from BAGINCO are considered additional orders and/or additional work at the request of the Customer and will thus be charged to the Customer.

4.5 BAGINCO may freely select the partners that it concludes agreements with and is always entitled to put forward a minimum invoice amount.

5. PRICE AND COSTS

5.1 All prices exclude VAT and are expressed in Euro.

A price is custom calculated for each separate order. This price only applies for a specific order and does not apply for any other, even similar orders. In case of composite quotations, no obligation applies for delivery of a part of the Products listed in the quotation for the price as indicated for this part in the quotation. In this last scenario, BAGINCO explicitly reserves the right to change its prices according to the nature of the order.

5.2 In case of delay, BAGINCO has the right to increase the prices listed in the written agreement between BAGINCO and the Customer or, in lack thereof, in the order confirmation originating from BAGINCO. Delay includes the following (listed purely as examples): late payment; the customer not fulfilling its obligations as laid out in articles 9 and 15 of these General Conditions; etc.

5.3 Currency fluctuations, increase in material prices, prices of auxiliary resources and commodities, wages, salaries, social taxes, (environmental) levies and taxes imposed by the public authorities, transport costs, import and export rights or insurance premiums, resulting in between the order confirmation and the definitive delivery of the Products, changes to the original order of any kind (including but not limited to changes in the text; spelling of the text; manner of printing, processing or placement of the stereotypes or photoliths; in the printing or binding, etc.), machine downtime in anticipation of the Ready For Press of the Customer, entitle BAGINCO to increase the agreed upon price proportionally.

5.4 Sample prints provided by BAGINCO will be charged to the Customer.

5.5 BAGINCO is always entitled to request an advance payment or full upfront payment from the Customer before starting the execution of its obligations towards the Customer.

5.6 BAGINCO is always entitled to request a bank guarantee from the Customer before starting the execution of its obligations towards the Customer.

5.7 BAGINCO is always entitled to charge costs for retaining stereotypes, designs, drawings, photos and/or any other information supplied by the Customer of any kind.

5.8 Any excess printing of ordered Products is always charged to the Customer in accordance with the stipulations in article 10.2 regarding deviations with respect to the ordered quantity.

5.9 BAGINCO is always entitled to charge specific requirements of the Customer that may affect the cost price of the Products.

5.10 BAGINCO is always entitled to charge storage fees for the storage of printing plates needed for the execution of an agreement with the Customer.

6. OBLIGATIONS OF BAGINCO

6.1 The obligations of BAGINCO are limited to an accurate execution of its obligations as listed in the written agreement between BAGINCO and the Customer or, in lack thereof, the order confirmation or delivery slip originating from BAGINCO. In the case that neither a written agreement was concluded between BAGINCO and the Customer, nor an order confirmation or delivery slip originated from BAGINCO, and BAGINCO has already started the execution of the order, the responsibility of BAGINCO is limited to the execution of the written order of the Customer.

6.2 BAGINCO is not responsible for compliance with the respective statutory obligations related to the delivery and/or the use of the Products that apply in the country where the Products will be delivered and/or used, including (but not limited to) environmental obligations, license applications, quality requirements, import regulations, etc.

6.3 BAGINCO is not responsible for performing tests.

6.4 In the case that certain Products and/or components of certain Products are not in stock, BAGINCO and the Customer can agree in mutual consultation to replace these missing Products and/or components by a functional equivalent by another brand or of another type. Any replacement of missing Products and/or components by a functionally equivalent does in no way free the Customer of its obligations pursuant the articles 9 and 15 of these General Conditions and can in no case lead to a price reduction or a termination of the agreement between BAGINCO and the Customer. Any additional costs of such a replacement is not included in the price and is charged to the Customer.

6.5 Unless otherwise agreed, BAGINCO is not obliged to retain stereotypes, designs, photos, and/or any other information provided by the Customer of any kind.

7. DELIVERY OF THE PURCHASED PRODUCTS AND/OR SERVICES

7.1 Unless otherwise agreed, deliveries are always in accordance with the Incoterm® “Ex works” (Ex Works) (Incoterms 2010).

7.2 The indicated execution and delivery periods are always indicative and are not an essential component of the obligations of BAGINCO with regards to the Customer nor of the written agreement between BAGINCO and the Customer nor of the order confirmation or delivery slip originating from BAGINCO.

In the case that the indicated delivery period is exceeded, BAGINCO and the Customer will agree upon a reasonable additional period. No delay – in either the original or any additional periods – can result in payment of any compensation nor of termination of the agreement between BAGINCO and the Customer.

Changes to the quotation and/or the order of the Customer, changes to the written agreement between BAGINCO and the Customer, as well as changes to the order confirmation or delivery slip originating from BAGINCO, automatically cause the anticipated probable delivery periods to lapse.

7.3 BAGINCO is in no case liable for delays caused by continued defaults of manufacturers and/or suppliers of BAGINCO, the Customer, its customers and/or any other third party. Non-compliance by the Customer to its obligations, including those stipulated under article 15.1, and/or changes by the Customer after its initial order, in any event causes any explicitly agreed upon or indicative delivery period to lapse.

7.4 BAGINCO has the right to deliver or execute the purchased Products in multiple parts. Partial delivery cannot lead to payment of any compensation nor to the termination of the agreement between BAGINCO and the Customer.

7.5 In exceptional cases, a delivery can be agreed upon in accordance with the Incoterm “Ex Works” (EXW), Production location Waarloos. In such cases, the Customer should collect the purchased Products itself, at its own expense and at its own risk at the time and location indicated by BAGINCO. If the products are not collected within five (5) working days, the Customer is payable a storage fee of 1% of the full invoice sum per week. Once the planned collection date is exceeded by two (2) weeks, BAGINCO is entitled to terminate the agreement between BAGINCO and the Customer without prior notice of default and without legal intervention, from the date on which the notice of termination is dispatched. In this case, BAGINCO still has the right to keep any advance payment paid by the Customer and the Customer is still payable a fixed compensation equal to 35% of the total invoice sum for Blank Block Bottom and Window Bags and/or Printed Block Bottom Bags and 100% of the total invoice sum for Personalised Block Bottom and Window Bags, notwithstanding the right of BAGINCO to prove higher damages.

8. SUBCONTRACTING

8.1 BAGINCO has the right to subcontract (a part of) the agreed upon activities.

9. INFORMATION, SAMPLES, MODELS, DESIGNS, COMPOSITIONS, TEST PRINTS AND READY FOR PRESS

9.1 The Customer is expected to be up to date on all the characteristics of the Products it has ordered. The Customer cannot derive any rights from the information, samples, models, designs, compositions and/or test prints that BAGINCO would provide at its own initiative or at the request of the Customer.

9.2 The customer takes exclusive and full responsibility for determining whether the sample print and the purchased Products are suitable and meet all quality requirements with regards to the use and/or objectives for which the Customer and/or its customer has purchased the Products or wishes to use the Products.

The Customer will perform the necessary tests to ascertain this, as well as request the necessary information (including information regarding the correct use of the Products and/or components in question, any hazards related to these Products and/or components, the application and qualities of these Products and/or components, etc.).

The Customer hereby has the explicit duty to verify any such obtained information, including with regards to the accuracy of the obtained information, the completeness of this information and the applicability of the information regarding the use and/or the objectives for which the Customer has purchased the Products or wishes to use the Products.

9.3 All information that BAGINCO, at its own initiative or at the request of the Customer, provides to the Customer, is of mere informative value and does not free the Customer of its obligations pursuant article 9.2 of these General Conditions.

The responsibility of BAGINCO in this respect remains limited to the responsibility that is forced upon BAGINCO by Belgian legislation.

9.4 The communication by the Customer to BAGINCO of the Ready For Press in whichever way comprises the definitive approval of the Customer with regards to the Product in question and relieves BAGINCO of all responsibility resulting from determined errors or faults during and/or after printing.

10. DEVIATIONS

10.1 BAGINCO is not responsible for deviations in the Products that belong to the Products and/or materials and/or production method of the Products in question and such deviations can never be held as non-compliant delivery, be it a visible or concealed fault in accordance with article 11 of these General Conditions. The Customer explicitly accepts to have no right to redress concerning the abovementioned deviations, which are explicitly accepted by the Customer.

10.2 Deviations include (non-exhaustive list) deviations in the Products that belong to the Products and/or materials and/or the production method of the Products in question and that may occur, even within one order, such as:

- Deviations regarding the dimensions of the Products/the thickness of the paper or cardboard used for the Products insofar the tolerance regarding the dimensions remains within the margins of 2 to 3%;
- Deviations regarding the composition, colour, purity, smoothness, smoothing, appearance of the paper or cardboard and/or the used ink and/or deviations regarding the adhesives, amongst others of the front and reverse sides of the used sheet of paper or cardboard;
- Deviations regarding the weight of the Products insofar the weight remains within a margin of 5 to 10%;

- Deviations regarding the ordered quantity insofar the tolerance of the quantity remains within a margin of 10 to 20%, in function of the size of the order.

10.3 If specific requirements regarding the Products that were explicitly requested from BAGINCO may lead to additional or specific deviations and if this was communicated by BAGINCO to the Customer, these deviations with respect to the Customer will also be held as deviations that belong to the Products and/or materials and/or the production method of the Products in question.

11. ACCEPTANCE, DELIVERY AND COMPLAINTS

11.1 Upon reception of the purchased product, the Customer should immediately perform a first verification, among other aspects with regards to the Conformity of the Delivery.

Complaints regarding the Conformity of the Delivery should be submitted by formulating a caveat on the delivery slip and should be confirmed to BAGINCO within a period of eight (8) calendar days per Registered Letter of Complaint. In lack of this, the Customer is deemed to have accepted the delivered Products as agreed upon.

11.2 Using, processing, repackaging, and/or reselling (a part of) the Products delivered by BAGINCO is considered an approval and acceptance (of the whole), is treated as definitive delivery of the Products in question and waives the responsibility and liability of BAGINCO in accordance with article 13 of the General Conditions.

11.3 Complaints regarding concealed defects should be reported to BAGINCO per Registered Letter of Complaint. In any case, the Customer loses the right to appeal to any defect if it does not inform BAGINCO of such by Registered Letter of Complaint within a period of eight (8) calendar days after having discovered or after it should have discovered this defect.

11.4 For complaints regarding the non-Conformity of the Delivery that are reported to BAGINCO timely and correctly, BAGINCO will, as it prefers and sees fit, (1) replace the non-conforming and/or defective Products or components (partially); or (2) credit the faulty portion at the price listed in the written agreement between BAGINCO and the Customer or, in lack thereof, at the price listed at the order confirmation originating from BAGINCO; or (3) in the case of visible defects that are not substantial for the use of the purchased Products, credit an amount that reasonably corresponds to the nature and size of the defect in question.

The Customer recognizes that these measures each entail a full and adequate compensation for any possible damages resulting from the non-Conformity of the Delivery and accepts that the execution of these measures cannot be held as an acceptance of liability by BAGINCO.

11.5 For complaints regarding concealed defects that are reported to BAGINCO timely and correctly, BAGINCO will, as it prefers and sees fit, (1) (partially) replace the defective Products and/or components; (2) repair the defective Products and/or components; or (3) credit a sum that reasonably corresponds to the nature and size of the defect in question.

The Customer recognizes that these measures each entail a full and adequate compensation for any possible damages resulting from the concealed defects and accepts that the execution of these measures cannot be held as an acceptance of liability by BAGINCO.

11.6 Any (partial) replacement of Products cannot lead to payment of any damage compensation nor the termination of the agreement between BAGINCO and the Customer.

11.7 Without explicit and written approval by BAGINCO, the Customer is in no case entitled to return Products.

11.8 BAGINCO reserves the right to determine the non-Conformity of the Delivery and/or other defects itself and to investigate the cause. In the case that BAGINCO requests as such, the Customer should deliver the Products in question at its own expense and at its own risk to BAGINCO within a period of five (5) working days upon receipt of this request from BAGINCO and such at the address of the registered office of BAGINCO.

11.9 Complaints and/or any (partial) replacement or repairs of Products and/or services in no case relieve the Customer of its payment obligation within the term/terms determined in the written agreement between BAGINCO and the Customer, the order confirmation or delivery slip of BAGINCO, these General Conditions and/or the respective invoice.

11.10 The Customer is held to compensation of costs resulting from unjustified complaints.

12. LIABILITY

12.1 The liability of BAGINCO with regards to the purchased Products is limited to its statutory responsibilities as manufacturer and/or reseller, depending on the circumstances.

12.2 When the agreement regards goods that are not manufactured by BAGINCO but are merely resold by BAGINCO, BAGINCO cannot be held liable with regards to any damages other than those regarding the Conformity of the Delivery. All complaints and/or damages other than those regarding the Conformity of the Delivery are exclusively the responsibility of the manufacturer/manufacturers and/or supplier/suppliers from which BAGINCO purchased the Products in question.

The Customer has at most the possibility to appeal to such complaints and/or damages during a period equal to the shortest of the following periods:

- the warranty period offered by the respective manufacturer or supplier to BAGINCO;
- an absolute maximum of 1 year after delivery of the respective Products and/or services.

In the case that the Customer informs BAGINCO timely and correctly, in accordance with these General Conditions, of any complaint and/or damage other than that of the Conformity of the Delivery, BAGINCO will communicate this complaint directly to the respective manufacturer or supplier. Upon further settling of these complaints or damage procedures, BAGINCO only functions as intermediate between the Customer and the respective manufacturer or supplier. In this respect, the responsibility of BAGINCO is limited to communicating information between the respective manufacturer or supplier on the one hand, and the Customer on the other hand, where BAGINCO cannot be held liable in any way with regards to the effective complaint and/or damage.

12.3 The liability of BAGINCO is at all times limited to the liability enforced by the law in the given factual circumstances and is in any case limited to the lowest of the following to amounts: (1) the respective invoice sum, or (2) the sum of the payments of the insurance policies entered by BAGINCO.

12.4 BAGINCO is in no case liable for: (i) indirect damage (including loss of turnover), (ii) damage caused by the Customer, end user and/or third parties, (iii) damage resulting from erroneous or inappropriate use of the purchased Products, (iv) damage to purchased Products that the Customer tried to change or in the case that Customer used components that do not meet the parameters as prescribed by BAGINCO, (v) damage resulting from non-compliance by the Customer, its personnel or employees and/or the end user of statutory and/or other obligations with regards to the use as communicated by BAGINCO.

12.5 BAGINCO is, in accordance with the articles 9, 10 and 15 of these General Conditions, in no case liable for any damage resulting from the default of the Customer and/or end user in requesting and verifying all necessary and useful information, nor for deviations in the Products or their quantities in accordance with article 10 of these General Conditions, nor any damages resulting from wrong and/or incomplete information provided to the Customer and/or end user by the Customer, suppliers and/or manufacturers of the purchased Products and/or any third party.

12.6 Only the Customer is responsible with regards to the resale of the purchased Products and it guarantees in this respect to comply with all (statutory and other) obligations.

12.7 The Customer acknowledges that BAGINCO offers no guarantee that the Products meet with the regulations or requirements that apply in any jurisdiction, except with the regulations or requirements that apply in Belgium, as they apply at the time of delivery of the product to the Customer by BAGINCO and in such a way that BAGINCO cannot be held liable for any later changes in regulation of whichever kind.

13. INDEMNIFICATION

13.1 The Customer will fully indemnify and defend BAGINCO against any claims and procedures, including the claims and procedures of third parties, that may result from or are the result from an act or omission of the Customer infringing on the written agreement between BAGINCO and the Customer, the order confirmation or delivery slip originating from BAGINCO, these General Conditions and/or other (statutory) obligations of the Customer.

13.2 The Customer will indemnify BAGINCO for all damages, including judicial and other costs, arising from its defence regarding the claims and/or procedures mentioned under article 14.1 of these General Conditions.

14. OBLIGATIONS OF THE CUSTOMER

14.1 The Customer carries full and exclusive responsibility to

- timely provide BAGINCO all the data, including the data which BAGINCO indicates is necessary or useful for the execution of its obligations towards the Customer, and regarding the data of which the Customer should in fairness understand that it is necessary or useful for the execution of the obligations of BAGINCO towards the Customer, including but not limited to providing the necessary elements for the (sample) print, the improved samples, the Ready For Press, etc.;
- inform BAGINCO prior to the delivery of the purchased Products and/or services of any standard or statutory provisions which these Products should meet;
- inform BAGINCO timely and in writing of the specific requirements which the purchased Products and/or services should meet;
- Comply to the special obligations applicable to the delivery and/or the use of the Products in the countries where the Products will be delivered and/or used, as stated in article 6.2 of these General conditions, regardless of whether these obligations are forwarded to BAGINCO pursuant the law of the country where the Products are delivered and/or used;
- thoroughly inspect the Products within 48 hours upon delivery and has in any case the obligation to test the Products in an adequate manner before using, processing and/or reselling these;
- sufficiently inform its customers and to train them regarding any operating instructions as communicated by BAGINCO, which the Customer explicitly declares to be informed of.
- conclude the necessary insurance agreements, including those relating to retention of title as determined in article 20 of these General Conditions. The Customer grants BAGINCO permission to gain access to the policies and proofs of payments of aforementioned insurances.

14.2 In the case that the Customer does not meet its obligations as listed in the written agreement between BAGINCO and the Customer, the order confirmation or delivery slip originating from BAGINCO, these General Conditions and/or when the Customer does not meet all of its other (statutory) obligations, BAGINCO is entitled to (temporarily) suspend its own obligations. The costs related to this suspension are fully charged to the Customer. These costs include (listed purely as examples): extra performed working hours, storage fees, etc.

15. FORCE MAJEURE AND HARDSHIP

15.1 BAGINCO is not liable for a shortcoming in fulfilling its obligations when caused by force majeure or hardship.

15.2 In case of force majeure and hardship, BAGINCO can, as it prefers and sees fit and without any prior notice of default or judicial intervention, and without any right to redress with regards to BAGINCO: (1) propose to the Customer to replace the missing Products and/or components by a functional equivalent; (2) temporarily suspend the execution of its obligations; (3) extrajudicially terminate the agreement between BAGINCO and the Customer; and/or (4) invite the Customer for a renegotiation of the agreement between BAGINCO and the Customer.

In the case that the Customer does not participate these renegotiations in good faith, BAGINCO can, pursuant article 26 of these General Conditions, request the court to determine new contract terms and/or condemn the Customer to compensation.

15.3 Force majeure and hardship includes, among other things (listed purely as examples): unavailability and/or scarcity of certain materials; raw commodity scarcity; currency fluctuations, increase of material prices, prices of auxiliary materials and commodities, wages, salaries, social security charges, government-imposed costs, levies and taxes, transport costs, import and export rights or insurance premiums, problems occurring between the order confirmation and/or delivery slip and the delivery; icy conditions; special weather conditions; strike; mobilisation; war; sickness or accidents; disruptions of communication and computer systems; measures taken by the public authorities; export ban; delay in supply; transport

and/or travel impediments, including lack of or withdrawal of transport possibilities; export impediments; import impediments; breakdown; traffic jam; in general all circumstances that unreasonably burden and/or make impossible the execution of the agreement for BAGINCO, etc.

16. INVOICE AND PAYMENT

16.1 The Customer should report its complaints regarding invoices within 8 (eight) calendar days upon receipt of the invoice to BAGINCO by Registered Complaint Letter.

16.2 Unless explicitly agreed upon otherwise by BAGINCO, all invoices should be paid in accordance with the instructions that can be found on the invoice. Unless explicitly agreed upon otherwise, BAGINCO can cancel an agreement regarding Blank Block Bottom and Window Bags in accordance with article 18.1 of these General Conditions in case of non-payment or partial payment on the aforementioned due date.

16.3 In the case that the agreement between the Customer and BAGINCO is suspended for whichever reason, invoicing will occur for the stage of the execution of the order and a compensation at 12% of the invoice amount regarding the total order will be charged, notwithstanding the right of BAGINCO to have any additional damages compensated.

16.4 All invoices are payable to the registered office of BAGINCO or by transfer to the bank account number listed on the invoice. The Customer is not allowed to make payments to intermediate parties.

16.5 Only receipts signed by persons authorized to legally bind BAGINCO are valid.

16.6 In case of non-payment or partial payment on the due date of one of the invoices and notwithstanding the provisions of article 20.1 of these General Conditions:

- (1) an annual interest rate of 12%, which is capitalized annually, is applicable by force of law and without prior notice of default;
- (2) the Customer is payable an agreed compensation equalling 12% of the invoice amount with a minimum of five hundred euro (€500.00) by force of law and without prior notice of default, notwithstanding the right of BAGINCO to prove higher damages;
- (3) the Customer is held to all judicial and extrajudicial collection costs by force of law and without prior notice of default;
- (4) all other invoices from BAGINCO, including those not yet due, shall be immediately payable by the Customer, by force of law and without prior notice of default; and
- (5) BAGINCO has the right to reclaim the delivered Products from the Customer, suspend and/or terminate the (further) execution of the agreement in question and/or one or more other agreements with the Customer, without such action requiring a prior notice of default or judicial intervention.

Points (4) and (5) also apply in case of a threat of insolvency, judicial or conventional dissolution, application of Belgian Law dated January 31, 2009 regarding the continuity of companies, payment delay or any other fact that in all fairness makes BAGINCO lose trust in the creditworthiness of the Customer.

16.7 Acceptance of partial payment occurs subject to all manner of reservations and are charged in the following order: (1) collection costs, (2) damage compensation, (3) interests, (4) principal sums.

16.8 The listing of the outgoing invoice in the outgoing invoices record of BAGINCO counts as suspicion of shipping and receipt of the invoice in question.

17. CANCELLATION

17.1 BAGINCO reserves the right to partially or fully cancel the agreement between BAGINCO and the Customer and/or the order of the Customer, with regards to Block Bottom and Window Bags and/or Printed Block Bottom Bags, without any form of compensation and any right to redress against BAGINCO in case of lack of timely and full payment of the sum as listed on the invoice and/or delivery slip.

17.2 BAGINCO reserves the right to partially or fully cancel the agreement between BAGINCO and the Customer and/or the order of the Customer, regarding all Products, without any form of compensation or any right to redress against BAGINCO, in case certain Products and/or components of certain Products are not in supply.

17.3 Unless explicitly agreed upon otherwise in writing by BAGINCO, the Customer is not allowed to cancel its order or the agreement between BAGINCO and the Customer.

17.4 In the case that the agreement between BAGINCO and the Customer is cancelled by or at the expense of the Customer, even with explicit and written approval from BAGINCO, BAGINCO still has the right to retain any advance payment from the Customer and the Customer is in any event held to payment of a fixed compensation at 35% of the total invoice sum regarding ordered Blank Block Bottom and Window Bags and/or Printed Block Bottom Bags and at 100% of the total invoice sum regarding Personalised Block Bottom and Window Bags, without prejudice to the explicit right of BAGINCO to claim higher compensation should evidence of such be presented.

18. RETENTION OF TITLE

18.1 The property rights resting on the delivered Products only transfer to the Customer at the moment of full payment of the price, costs, interests and all associated sums. Until then, the Customer should not sell or pawn the purchased Products to a third party or adjudicate it in any other manner. In the case that the Customer does resell the purchased products before fully and correctly paying the aforementioned sums, the aforementioned right transfers to the resulting sales price. The risk of loss or damage does, however, transfer to the Customer at the moment of delivery. The Customer is committed to refer any third parties to the retention of title of BAGINCO (for example, to anyone who would seize the not yet fully paid products).

18.2 The Customer should always do what can be reasonably expected of it to secure the retention of title on the unpaid Products. In the case that third parties seize these Products or wish to place or apply rights to these Products, then the Customer is obligated to immediately inform BAGINCO of such.

18.3 The professional Customer is also committed to insure the unpaid Products against fire, explosion and water damages and theft. Any reimbursement of these insurances belongs to BAGINCO.

18.4 In the case that the Customer does not meet its obligations or in the case that BAGINCO suspects that the Customer will not meet its obligations, the Customer should return the Products in question at its own expense and risk within 24 hours to BAGINCO upon the first and simple request of BAGINCO.

Exercising this right results in the immediate and automatic termination of the agreement between BAGINCO and the Customer. Upon receipt of the returned Products and insofar these Products are judged to be in a good state, any paid sums are returned to the Customer after deduction of the following: (1) loss of profit, at a fixed estimate of 15% of the total invoice sum; and (2) a fixed compensation at 5% of the total invoice sum for the (extra) management and administration costs. This all without prejudice to the right of BAGINCO to prove higher damages.

18.5 In the case of violation of the retention of title, BAGINCO automatically gains a lien on the realized sales price of the Products in question and the Customer is due a fixed compensation of 35% of the total invoice sum to BAGINCO.

18.6 For Personalised Block Bottom and Window Bags, the retention of title does not apply and the full invoice sum will always be charged to the Customer.

19. Forfeiture of rights

Any or repeated non-appliance of any right by BAGINCO can only be deemed as tolerating a certain condition and does not lead to a forfeiture of rights.

20. NETTING

20.1. In accordance with the Belgian Financial Securities Act of 15 December 2004, BAGINCO and the customer will set off and settle all currently existing and future debts towards each other automatically and by force of law. This means that in the permanent relationship between BAGINCO and the Customer, only the largest claim will remain as a balance after the aforementioned automatic settlement.

20.2 This offsetting of debts shall be in any case opposable to the curator and the other simultaneous creditors, who are thus unable to oppose the implemented offsetting of debts by the Customer and BAGINCO.

21. SUSPENSION AND TERMINATION

21.1 In the case of any change in the circumstances of the Customer, such as a death, conversion, merger, takeover, transfer, liquidation, suspension of payment, joint or amicable composition, request for deferment of payment, cessation of activity, seizure or any other circumstance that may harm the trust in the Customer's creditworthiness, BAGINCO reserves the right to take the following action purely because of that fact: either suspend the execution of one or more agreements with the Customer until such time when the Customer provides sufficient securities for its payment; or declare one or more agreements with the Customer to be terminated from the date on which the notice of termination is dispatched, without prior notice of default and without judicial intervention, without prejudice to BAGINCO's right to claim additional compensation.

21.2 In the case that the agreement between BAGINCO and the Customer is terminated, whether or not by application of the right of withdrawal described in article 23.1 of these General Conditions, the Customer loses the right to demand of BAGINCO to fulfil its obligations resulting from the terminated agreement.

22. CONFIDENTIALITY AND INTELLECTUAL PROPERTY - CREDITS

22.1 The Customer remains the exclusive holder of its intellectual property rights regarding those documents, information, models and/or designs etc. that it provides to BAGINCO and becomes owner of the stereotypes (designed for it) after the execution of the agreement with BAGINCO. The Customer guarantees BAGINCO that the information provided by it does not contain a breach of intellectual property rights of third parties. The Customer gives BAGINCO the right to use these matters for the execution of the agreement between BAGINCO and the Customer.

22.2 All documents, information, models and/or designs of whichever nature that is provided to the Customer during the negotiations regarding and/or the execution of the agreement between BAGINCO and the Customer and/or that is communicated in any possible document originating from AG IN CO, including the order confirmation and the delivery slip originating from BAGINCO, should be treated confidentially. The aforementioned matters should be returned to BAGINCO upon first request.

22.3 These documents, information, models and designs, with the exception of the stereotypes, remain property of BAGINCO and cannot be communicated to third parties nor be used, indirectly or directly, partially or wholly, for other purposes than that for which they are intended, unless BAGINCO gives explicit and written permission.

22.4 The obligation to confidentiality remains in effect even after the termination or the expiry of the agreement between BAGINCO and the Customer, at least until the documents, information, models and/or design are publicly known without error of the Customer.

22.5 BAGINCO reserves the right to credit its name and/or brand on the Products it delivers to the Customer. The Customer should not remove or conceal this name and/or brand.

23. PERSONAL DATA AND VISUAL MATERIAL

23.1 The Customer authorizes BAGINCO to include the personal data provided by the Customer in an automated database. This data can be used in view of conducting informational or promotional campaigns related to the Products offered by BAGINCO. The Customer authorizes BAGINCO to transfer this data to third parties.

23.2 The Customer can always request access to and correction of its data. In the case that the Customer no longer wishes to receive commercial information from BAGINCO, the Customer should inform BAGINCO of such.

23.3 The Customer authorizes BAGINCO to use visual material of the Products delivered to the Customer for (listed purely as examples): general information, publicity purposes, publication on the website of BAGINCO, publication in folders, etc.

24. DISPUTES

Any disputes between BAGINCO and the Customer fall within the exclusive competence of the competent courts of the address of BAGINCO, unless BAGINCO chooses to bring the dispute before the court of the registered office or city of the Customer.