

TERMS AND CONDITIONS PACKAGING DONCKERS

VERPAKKINGEN DONCKERS BV, with the trade name **PACKAGING DONCKERS**, a company organized and existing under the laws of Belgium, having its registered office at 2500 Lier, Kelderveld 8 and registered with the Crossroads Bank of Enterprises with company number 0454.252.483 (hereinafter referred to as "PACKAGING DONCKERS") is a company specialized in the manufacturing of quality food pads.

The client may be any natural person or legal entity which enters into a contractual relationship of whichever nature with PACKAGING DONCKERS in connection with his or its trading, business, artisanal or professional activity (hereinafter referred to as the "Client").

Article 1 – APPLICATION

- 1.1 Without prejudice to the application of any special terms and conditions included in a separate written agreement, these terms and conditions shall apply to all offers, sales agreements and deliveries by or with PACKAGING DONCKERS, unless and only to the extent agreed otherwise in writing.
- 1.2 The conclusion of an agreement with PACKAGING DONCKERS implies full knowledge and full and unconditional acceptance of the terms and conditions of PACKAGING DONCKERS.
- 1.3 PACKAGING DONCKERS reserves the right to amend these terms and conditions at any time in line with economic and legal requirements. The new terms and conditions will enter into force automatically within a period of 5 (five) working days following notification of the new terms and conditions to the Client. In that case, the Client may terminate the agreement with PACKAGING DONCKERS, without payment of any compensation, by registered letter within five (5) working days of notification of the new terms and conditions to the Client.
- 1.4 The application of PACKAGING DONCKERS' terms and conditions precludes the application of any other (general or special) terms and conditions of the Client.

Article 2 – AGREEMENT

- 2.1 The offers of PACKAGING DONCKERS shall be without obligation and shall not bind it as such. Orders from a Client that have not been confirmed in writing will not bind PACKAGING DONCKERS either.
- 2.2 All offers from PACKAGING DONCKERS will be made on the basis of the Client's wishes. Any change in data may result in a revision of the terms and conditions as included in the offer.
- 2.3 An agreement between PACKAGING DONCKERS and the Client will only be concluded by the signing of the offer by both parties within 30 (thirty) days of the offer date.
- 2.4 To meet certain customer requirements, Packaging Donckers may be able to outsource some production steps to external parties. Naturally, these external suppliers work under strict conditions, which were defined by Packaging Donckers. These outsourcing are closely monitored so that the customer can count on an optimal quality level.

Article 3 – PRICE

- 3.1 Unless the parties agree a different compensation arrangement in writing, PACKAGING DONCKERS will supply the goods and/or services at the price agreed between PACKAGING DONCKERS and the Client in the confirmed offer.
- 3.2 The price is based on the data available to PACKAGING DONCKERS. It is the Client's responsibility to provide PACKAGING DONCKERS with all the information necessary to determine the price and, moreover, to ensure that the information provided in this context is correct. If it subsequently appears that the information provided by the Client, on the basis of which the price was established, was incorrect or has changed, this will result in a revision of the price.
- 3.3 PACKAGING DONCKERS expressly reserves the right to increase the agreed price if, after the date of the agreement, one or more cost price factors (including but not limited to the prices of energy and labour costs) undergo an increase.
- 3.4 The prices are exclusive of VAT, whereby VAT and any other taxes or levies related to the goods and/or services provided by PACKAGING DONCKERS, including all taxes or levies in force since the commencement date of the agreement as set out in the confirmed offer, will be payable in full by the Client.

Article 4 – PAYMENT TERMS

- 4.1 Unless otherwise agreed, payment of the price shall be made as agreed in the confirmed offer, where, with regard to payment, the Client takes account of the fact that all or part of the claim - as specified on the invoice - is acquired from PACKAGING DONCKERS by ING Commercial Finance.
- 4.2 Unless otherwise stated in the offer, PACKAGING DONCKERS' invoices are payable no later than 30 (thirty) calendar days after the issue date of the invoice, to the bank account shown on the invoice. All payments shall be made in EURO.
- 4.3 Unless agreed otherwise, PACKAGING DONCKERS' invoices will be sent to the Client by e-mail to the e-mail address specified in the offer.
- 4.4 Complaints relating to an invoice will only be admissible if the Client notifies PACKAGING DONCKERS of this in writing and in detail within five (5) working days of the issue date of the invoice, without this notification signifying any acknowledgement on the part of PACKAGING DONCKERS of its contents. In the absence of such notification, the invoice will be deemed to have been accepted by the Client without any reservation.
- 4.5 In the event of non-payment of an invoice on the due date, all other claims on the Client that have not yet expired shall automatically become due and payable without prior notice of default. In that case, PACKAGING DONCKERS also reserves the right to suspend the performance of all current services, also without prior notice of default and without compensation.
- 4.6 In the event of non-payment of an invoice, the Client shall automatically and without prior notice of default owe interest at the rate of 10% per year from the due date of the invoice on the outstanding invoice amount. In addition, the Client will automatically and without prior notice of default owe a fixed compensation of 10% of the outstanding invoice amount, excluding VAT, with a minimum of EUR 175, without prejudice to PACKAGING DONCKERS' right to claim the actual damage suffered in such a case in full from the Client.

- 4.7 A payment shall first be attributed to the interest and fixed damages due and then to the invoices that have been due for the longest period of time.

Article 5 – DELIVERY

- 5.1 Unless otherwise agreed, delivery will take place at the business premises of PACKAGING DONCKERS by means of collection by the Client.
- 5.2 If delivery terms and delivery dates have been agreed in the offer, they shall at all times be strictly indicative and shall not bind PACKAGING DONCKERS. PACKAGING DONCKERS nevertheless undertakes to do its utmost to meet such deadlines. The Client will under no circumstances be entitled to any compensation, nor to dissolution of the agreement, nor to suspension of payment or non-payment of the price if delivery is delayed.
- 5.3 If the parties have agreed in writing to work with binding delivery terms, and in the event that such terms have not been respected, the Client shall be entitled to terminate the agreement in whole or in part, provided that it gives PACKAGING DONCKERS by registered letter a reasonable period of 4 (four) weeks to correct its mistake. This provision will not apply in case of force majeure. In addition, all outstanding payment claims for goods and/or services already delivered at that time shall remain due.
- 5.4 An agreed term shall in any case be extended due to any delays attributable to the Client, a third party or force majeure and this without any compensation.
- 5.5 The manner of transport, shipment and packaging will be determined by PACKAGING DONCKERS, if it has been expressly agreed that PACKAGING DONCKERS will deliver the goods and if no further instructions have been given by the Client to PACKAGING DONCKERS. In that case, the risk of storage, loading, transport and unloading will remain with the Client and PACKAGING DONCKERS can in no event be held liable for this. The Client is free to insure itself against these risks. If the parties have agreed on a different method of delivery, this different arrangement will only apply in respect of this individual agreement and not in respect of any subsequent agreement between the parties.
- 5.6 The costs for the transport of the goods are at the expense of the Client.
- 5.7 In case of delivery on pallets, the price of these pallets shall be charged to the Client if they are not returned - or not in a good condition - within sixty (60) days of delivery.

Article 6 – TERM AND TERMINATION

- 6.1 The agreement commences on the date stated in the confirmed offer and will end when all goods and/or services have been delivered by PACKAGING DONCKERS to the Client and the Client has made all payments due under the offer, except in the event that a fixed term has been agreed in the offer concerned.
- 6.2 If a fixed term has been agreed in the offer, each party may terminate the contract by means of a registered letter addressed to the other party, respecting a notice period as stipulated in the confirmed offer, counting from the day of the month following the month in which the party indicates that it wishes to terminate the agreement.
- 6.3 PACKAGING DONCKERS has the right to terminate the agreement with the Client at any time, with immediate effect, without judicial authorization, without prior notice of default and

without payment of any compensation, in the following cases: (i) if the Client fails to fulfil one or more obligations arising from the agreement, despite written notice of default observing a period of 7 (seven) working days; (ii) in the event of suspension of payment or (the application for) bankruptcy by the Client; (iii) in the event of liquidation or cessation of the Client's activities; (iv) if the control of the Client changes; or (v) if PACKAGING DONCKERS has reasonable grounds to doubt that the Client will fulfil its obligations vis-à-vis PACKAGING DONCKERS if, for example, but without wanting to be exhaustive, a financial background check shows that the Client is insolvent.

In the event of such termination, PACKAGING DONCKERS reserves the right to claim compensation for the costs, interest and damage suffered by PACKAGING DONCKERS as a result, and all claims of PACKAGING DONCKERS against the Client will become immediately due and payable.

Article 7 – RETENTION OF TITLE

- 7.1 The ownership that rests on goods that are part of the offer and that are delivered to the Client in the context thereof, will only be transferred to the Client after full payment of the relevant invoices, including interest and fixed compensation (if applicable). Notwithstanding the foregoing, the risks of loss or destruction of the sold goods will be fully borne by the Client from the moment the sold goods are delivered to him, in accordance with Article 5.
- 7.2 Until ownership of the goods has been transferred to the Client, the Client is not permitted to dispose of the goods, to use them as a means of payment, to pledge them or to encumber them with any other security right.
- 7.3 The Client undertakes to immediately notify PACKAGING DONCKERS in writing of any right that a third party would assert on the goods that are subject to a retention of title pursuant to this article.
- 7.4 Client undertakes to notify PACKAGING DONCKERS if the goods are stored in a building that is not his or her property and will inform PACKAGING DONCKERS of the identity of the owner at PACKAGING DONCKERS' request.
- 7.5 In the event that PACKAGING DONCKERS invokes the retention of title as a result of the Client's failure to pay, the agreement will be regarded as dissolved, without prejudice to PACKAGING DONCKERS' right to compensation for any damage, including but not limited to loss of profit and other commercial damage.

Article 8 – COMPLAINTS

- 8.1 The Client undertakes to examine the goods and/or services immediately after delivery by PACKAGING DONCKERS. Any non-conformity between the goods and/or services as described in the related confirmed offer and the goods and/or services provided must be notified to PACKAGING DONCKERS in writing immediately and no later than 8 (eight) calendar days after delivery.
- 8.2 A deviation of a maximum of 10% of the weight of the resources is permitted and will in no way entitle the Client to compensation for any damage at the expense of PACKAGING DONCKERS.
- 8.3 Complaints do not suspend payment obligations.

- 8.4 Complaints relating to goods and/or services used and/or modified by the Client or a third party after delivery will not be taken into account.
- 8.5 In the event that goods and/or services provided by PACKAGING DONCKERS under the agreement with the Client are defective, the Client can only claim a replacement or refund, at the choice of PACKAGING DONCKERS, without the Client being entitled to a compensation.
- 8.6 The Client shall enable PACKAGING DONCKERS to investigate the complaint and must therefore fully cooperate.
- 8.7 The unconditional acceptance of the goods and/or services provided by PACKAGING DONCKERS will be apparent from:
- full payment of the invoice; or
 - receipt of the invoice without protest; or
 - the unreserved commissioning of the goods and/or services supplied.

Article 9 – DATA PROTECTION

- 9.1 PACKAGING DONCKERS undertakes to process all personal data received from the Client in accordance with the applicable legal provisions on data protection and processing, within the framework of Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Belgian privacy legislation.
- 9.2 If the Client wishes to receive more information about PACKAGING DONCKERS' privacy policy, it can consult the privacy statement of PACKAGING DONCKERS via : <https://packaging-donckers.com/en/gdpr>. If the Client has any questions in this regard, it can always send an e-mail to : privacy@packaging-donckers.com

Article 10 – FORCE MAJEURE

- 10.1 If after the confirmed offer the execution of the agreement cannot take place due to force majeure, the defaulting party will inform the other party within a period of 2 (two) days after the start of the force majeure situation. Force majeure shall be understood to mean the situation in which the performance of the agreement by one of the parties is wholly or partially, temporarily or otherwise, prevented by circumstances beyond the control of that party, even if this circumstance could already have been foreseen at the time of the conclusion of the agreement. Without seeking to be exhaustive, the following shall be considered as cases of force majeure: exhaustion of stock, delays or failure to deliver by one of the party's suppliers, breakdown of machinery, strike or lock-out, fire, riot, war, epidemic, flood, electrical, IT, Internet or telecommunications failures, decisions or intervention by the government and errors and delays attributable to third parties.
- 10.2 In the event that the force majeure situation results in an interruption of the delivery, the execution period and the obligations of the party concerned shall in any event be suspended automatically for the duration of the interruption. In such a case, the parties will make all reasonable efforts to limit the consequences of the force majeure situation.
- 10.3 If the situation of force majeure lasts longer than 2 (two) months, either party will be entitled to terminate the agreement without judicial intervention, without the other party being liable to pay any compensation to the first party, with the exception of the costs

already incurred by PACKAGING DONCKERS prior to the situation of force majeure, which will be borne by the Client.

Article 11 – LIABILITY

- 11.1 Except in the event of intent or gross negligence on the part of PACKAGING DONCKERS or its appointees, PACKAGING DONCKERS will never be liable for or obliged to pay compensation for immaterial, indirect or consequential damage, including but not limited to loss of profit, loss of turnover, loss of income, loss of customers or claims from third parties, or any other form of damage.
- 11.2 The total (contractual and non-contractual) direct liability of PACKAGING DONCKERS will at all times be limited to the price paid by the Client for the services provided by PACKAGING DONCKERS under the confirmed offer in the twelve months preceding the damage.
- 11.3 The damage attributable to PACKAGING DONCKERS shall, at the discretion of PACKAGING DONCKERS, be remedied in natura, by replacement or repair. If repair in natura is impossible or involves an unreasonable workload, PACKAGING DONCKERS will reimburse the Client the price set out in the confirmed offer, taking into account the Client's enjoyment of the services concerned.

Article 12 – INTELLECTUAL PROPERTY RIGHTS

- 12.1 The agreement nor its execution includes, unless otherwise stated in writing, any transfer of intellectual property rights between the parties.
- 12.2 The Client confirms that the order and the goods produced do not infringe the intellectual property rights or other legal rights of third parties. The Client undertakes to fully indemnify PACKAGING DONCKERS against any liability resulting from an infringement of intellectual property rights under this agreement.
- 12.3 Any invention, discovery, drawing, model, trademark, trade name, design, proof or copyright, know-how or other intellectual property right made, modified or brought about in execution of the agreement for the Client will belong in full ownership to PACKAGING DONCKERS, without any compensation.

Article 13 – CONFIDENTIALITY

- 13.1 All information communicated or exchanged (including but not limited to trade secrets, commercial and technical information) between PACKAGING DONCKERS and the Client in the context of the agreement or in connection therewith, remains expressly secret, with the exception of information that the parties have already disclosed to the public or information that the public is deemed to be aware of.
- 13.2 Parties undertake to use all information communicated or exchanged only for the purposes of the agreement concluded between them.
- 13.3 The parties undertake, both during and after the term of the agreement, not to disclose, use, duplicate or permit the use of confidential information disclosed to them by the other party for purposes other than those for which it was disclosed.

Article 14 – SEVERABILITY

14.1 If any provision (or part thereof) of these terms and conditions should be unenforceable, void, inapplicable or in conflict with a provision of mandatory law, this will not affect the validity and enforceability of the other provisions of these terms and conditions. In such a case, PACKAGING DONCKERS and the Client will negotiate in good faith with a view to replacing the provision in question with an enforceable and legally valid provision that is as close as possible to the purpose and purport of the original provision.

Article 15 – APPLICABLE LAW AND JURISDICTION

15.1 These terms and conditions are subject to Belgian law.

15.2 Any dispute concerning the interpretation or application of these terms and conditions falls within the jurisdiction of the courts of Antwerp, section Mechelen, unless another court is mandatorily stipulated by law.
