

**NRK Folie 2025**  
**General conditions of sale, delivery and payment**

**1) Definitions.**

Any reference in these terms and conditions to "buyer" shall also be understood to include "client".

Any reference in these terms and conditions to "seller" shall be understood to refer to the member of NRK Foil acting as (selling) party on the one hand.

Any reference in this agreement to "parties" shall be understood to refer to the buyer and seller jointly.

Any reference in these terms and conditions to "in writing" shall be understood to refer to messages sent by fax or e-mail even if, due to the (automatic) method of transmission, this is not signed, or to any other method of communication which, in view of the state of the art and generally accepted standards, can be considered equivalent with this.

Any reference in these terms and conditions to "products" shall be understood to refer to any products offered, to be delivered or supplied by seller pursuant to the agreement.

Any reference in these terms and conditions to "agreement" shall be understood to refer to any agreement made between seller and buyer pursuant to which seller and/or buyer is obliged to deliver one or more performances.

**2) Applicability.**

- a. These terms and conditions apply to all offers, quotes, order confirmations and trade agreements between buyer and seller.
- b. The Dutch text of these terms and conditions will be binding. Additions to or deviations from these terms and conditions shall apply solely if seller has confirmed these in writing.
- c. The applicability of any purchasing or other general conditions on the part of buyer is expressly renounced.
- d. Buyer shall also declare these terms and conditions applicable to agreements that buyer concludes with third parties in the context of the performance of this agreement.
- e. Should one or more provisions of these terms and conditions be found void, voidable or successfully annulled, the remainder of these terms and conditions shall otherwise remain in force.

**3) Offers, formation of agreements, delivery and delivery time on demand.**

- a. Unless expressly stated otherwise, all offers and verbal commitments made by seller are always entirely without obligation, even if they state a deadline. Any agreement with seller shall be effectuated only once seller has made written confirmation of the order submitted, or once seller has actually started executing the submitted order.
- b. The agreement concerns an agreement between seller and buyer. Even if a deviating delivery address is agreed in the order confirmation, or if such is agreed at a later moment, buyer remains responsible for all obligations toward seller arising from this agreement.
- c. Unless agreed otherwise, delivery shall take place ex works (EXW) (from the factory), as defined in Incoterms 2020 (ICT), which is understood to mean seller's production location. Should delivery take place on the basis of otherwise agreed 'Incoterms (ICT)', then the Incoterms applicable at the moment of conclusion of the agreement shall apply.
- d. Buyer is obliged to take delivery of the products at the time the products are available or are made available according to the agreement. Should buyer refuse to take delivery or fail to

provide the information or instructions necessary for delivery, then seller is entitled to invoice the products directly to buyer and to store them at buyer's expense and risk.

- e. The delivery period starts if and after an order has been accepted by seller in writing and once seller has received all data and materials required for execution from the buyer. The delivery periods stated by seller are always approximate and shall never be considered strict deadlines. The delivery period shall be extended by the time that seller is temporarily unable to deliver due to force majeure resulting from extraordinary circumstances, including those considered to be for seller's account according to commercial practice, even if these circumstances were foreseeable at the time the agreement was concluded or the order was obtained. In the event of late delivery, buyer shall notify seller in writing of default and allow seller a reasonable period of time to fulfil its obligations.
- f. If no other deadline has been agreed for delivery on call, the maximum period within which the call must be made shall be three months after notification of completion or as much shorter a length of time as must be considered reasonable under the circumstances. In cases of delivery on call, buyer is deemed to have agreed to having delivery take place at the moment agreed for call-off. If actual delivery has not taken place at that moment, seller shall act as holder for buyer starting from that time onward. In such an event, seller is entitled to charge storage costs.
- g. In the event of on-call delivery, the products are at buyer's expense and risk from the moment the products are in seller's warehouse.

#### **4) Cancellation and modification of agreement.**

- a. Without seller's explicit written consent, buyer cannot cancel or modify an agreement. Any request for cancellation or modification must be made in writing to seller.
- b. If seller accepts the request for cancellation or modification, seller is entitled to place conditions on that consent.
- c. An amendment to the agreement may result in changes to both the agreed price and the originally specified delivery period. Buyer accepts the possibility of amending the agreement, including the change in price and delivery period.

#### **5) Dissolution.**

Seller may terminate an agreement between seller and buyer immediately, in whole or in part and out of court, by means of written notification of such in the following cases, but not exhaustively:

- If buyer fails to fulfil its obligations pursuant to the agreement and does not fulfil its obligations even after notice of default.
- If buyer files for bankruptcy or is declared bankrupt, applies for or obtains suspension of payments, or if all or a significant part of its property or assets is attached.
- If buyer is dissolved.
- If, after conclusion of the agreement, seller learns of other circumstances that give seller good reason to fear that buyer will not fulfil its obligations.

In said cases, seller has the option to suspend the further performance of the agreement or to proceed to dissolve the agreement, without prejudice to seller's right to claim damages from buyer.

#### **6) Payment.**

- a. All payments shall be made to seller's bank account without any deduction, discount or set-off. Payments to a representative or to (other) staff members are valid only if a receipt signed by a director or proxy of the seller is issued.
- b. Every partial delivery shall be considered a separate delivery and must be paid for by buyer.



- c. Unless expressly agreed otherwise, payment shall be made within 14 days of the invoice date.
- d. If payment is not made within the specified period, buyer shall be in default by operation of law without prior notice of default. Starting from that moment, the so-called statutory commercial interest referred to in articles 6:119a and 6:120, second paragraph, of the Dutch Civil Code shall be due, and any judicial or extrajudicial costs incurred in order to enforce compliance, dissolution and/or damages, shall be for buyer's account, except insofar as an irrevocable court order has found against seller in the matter.
- e. Seller shall always be entitled to require (partial) advance payment or any other surety for payment from buyer.
- f. If, in the event of failure to pay on time, seller is compelled to place a claim for collection in the hands of third parties, buyer shall be liable to seller for all resulting costs, whereby the costs for extrajudicial collection activities - not including costs related to the enforcement of an enforceable title that are not subject to a court cost order - shall be fixed at 15% of the invoice amount, with a minimum of EUR 250.00. All payments made by or on behalf of buyer shall first be deducted from the interest and costs due and only thereafter be deducted from the principal amount.
- g. If the payment deadline has passed, seller is entitled to suspend all current orders until payment has been made within a term specified by seller. Should payment still not be made within this additional period, seller shall then be entitled to dissolve all current agreements, without prejudice to seller's rights to compensation of damages.

**7) Retention of ownership and use.**

- a. Products delivered by seller, as well as previously delivered products, shall remain seller's (inalienable) property until buyer has paid seller in full for all that seller has or will have to claim from buyer, including interest and costs, and including any compensation (for damages) to be paid on account of failure to perform that agreement. Buyer is not authorised to dispose of the products delivered by seller in any way other than in the normal operation of his/her business or profession.
- b. Buyer is not authorised to pledge or otherwise encumber the products delivered by seller. Buyer herewith grants seller the right, as appropriate in such cases, to enter all places where seller's products are located in order to exercise seller's property rights.
- c. Should third parties seize the products delivered under retention of title or wish to establish or assert rights to these, buyer is obliged to inform seller of this immediately.
- d. Unless otherwise agreed, all designs, moulds, plates, image carriers and lithographs, tools and the like produced for the seller, as well as the copyrights applicable to these, shall remain seller's property, and seller shall not be obliged to transfer them.
- e. Packaging of seller's products intended for repeated use remains the property of seller. Buyer shall keep this packaging available for seller's disposal and shall be liable for damage or loss thereof.
- f. Ownership of remnants of materials or semi-finished products provided by buyer for production purposes shall be deemed to have been transferred by buyer to seller.
- g. Should the law of the country of destination of the purchased goods provide more far-reaching options for retention of title than is stipulated above under a, parties shall agree that these more far-reaching options shall be deemed to have been stipulated for seller's benefit, with the understanding that if it cannot be objectively determined to which more far-reaching rules this stipulation applies, the provisions under a above shall continue to apply.

## **8) Warranty.**

- a. Seller guarantees that the products to be delivered meet customary requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended in normal use in the Netherlands.
- b. The guarantee referred to under paragraph a of this article also applies if the products to be delivered are intended for use abroad and buyer has notified seller of this expressly in writing prior to the start of the agreement.
- c. If buyer asks seller to use recycled plastic (partially) for the manufacture of the agreed production, this may give rise to optical deviations (colour differences, unevenness, printing problems) in the final product compared to the use of 100% new plastic, as well as changes in the properties of the goods to be produced, which may result in a possible loss of quality. Buyer accepts such deviations in such cases and waives the right to reject production batches, to rescind the contract and/or to claim compensation of damages.
- d. If seller deploys recycled material at buyer's request, without there being a legal obligation to do so, buyer shall fully and unconditionally indemnify seller against any third-party claims, in particular those from consumers, relating to a defect in the product as a result of the recycled material used. In such an event, buyer shall keep seller fully indemnified. This indemnity shall include, but is not limited to, claims for bodily injury, property damage, economic losses or other damages arising directly or indirectly from the use of the defective product.
- e. The guarantee stated in paragraph a of this article applies for a period of 1 month after delivery to the customer.
- f. The guarantee provided in this article applies only if buyer has fulfilled all its obligations to seller. Any complaints by buyer shall not entitle buyer to suspend payment for the goods delivered.
- g. If the products supplied by seller are manufactured by third parties, the guarantee stated above in this article is limited to the manufacturer's guarantee as provided by the suppliers and manufacturers of the products.
- h. At its discretion, seller shall have the right to replace defective products after their return in their original condition, to repair the products or to refund the fee paid by buyer for the particular products. Seller shall not be obliged to pay further damages or compensation for indirect losses.

## **9) Packaging and packaging materials used.**

- a. Unless expressly stated otherwise by seller, packaging - both one-off packaging and returnable packaging as referred to in article 9 under d of these terms and conditions - is included in the price of the delivered products. Seller does not charge a deposit for packaging unless seller is obliged to do so by the government or unless explicitly stated by seller.
- b. If seller's products are delivered on so-called euro-pallets or on pallets that are part of a pallet pool, seller will charge a deposit for these pallets unless buyer returns identical, undamaged pallets upon delivery.
- c. If buyer and/or the authorities oblige seller to take back packaging or packaging materials delivered and used by buyer upon delivery of the products, then buyer shall bear the related costs, including the costs of destruction.
- d. Packaging such as roll containers, crates, boxes, pallets etc., as long as these are not intended for single use, remain the property of seller. Buyer remains liable for any packaging sent to buyer, even if no deposit is charged for this. Unless expressly agreed otherwise, buyer is obliged to return empty returnable packaging in its possession to seller at buyer's expense as soon as possible.

- e. Seller will credit charged packaging material (deposit) after this packaging material is returned undamaged. In the event of slight damage, seller reserves the right to deduct the corresponding damage from the deposit to be credited. In the event of extensive damage, no amount will be credited and the packaging material will be at buyer's disposal, of which buyer will be notified.

#### **10) Intellectual property and copyrights.**

- a. All data, drawings and images provided by seller are protected by copyright. Without seller's express permission, buyer is not permitted to copy these documents or provide them for viewing to third parties.
- b. The copyright on designs, drawings, sketches, lithographs, photographs, software (programs), models, stamps, die-cuts, plates, designs, printing forms, etc. produced by or on behalf of seller shall redound to seller at all times. These may never be reproduced or made available to third parties without our permission. For every day that buyer infringes the copyright, seller shall claim a penalty of €25,000 per day up to a maximum of €500,000, without prejudice to seller's right to claim complete compensation of damages in this respect.
- c. Buyer shall indemnify seller for all consequences of any infringement or any third-party right if seller has used a particular image, drawing, model, printing form or design at buyer's request.
- d. If buyer makes auxiliary materials or printed matter available to seller to be incorporated in products purchased by buyer from seller, then buyer explicitly indemnifies seller against possible third-party claims pursuant to infringement of copyrights and rights from patents, trademarks or models.

#### **11) Prices.**

- a. When accepting an order, seller is entitled to increase the price agreed with due observance of any existing statutory regulations if, after the date of conclusion of the agreement, raw materials, auxiliary materials, the prices of parts which seller sources from third parties, wages, salaries, social security charges, taxes, import tariffs, duties or fees, transport, etc. undergo a price increase, even if this is the result of currency changes, as well as in the event of the implementation of new or the increase of existing government levies and taxes. In this case, within 5 days of receiving the notice of price increase, buyer has the right to rescind (the portion not yet performed of) the agreement in writing, without any right to compensation of damage. In this case, the part of the agreement not yet performed should be understood to mean the part of the agreed production that has not yet been realised on the date of receipt of the notice of price increase.
- b. Unless indicated otherwise, the prices charged by seller are in Euro, exclusive of VAT and any other levies, as well as any costs to be incurred in the context of the agreement, including shipping and administration costs.

#### **12) Quality, tolerances, limitation of liability.**

- a. Buyer is obliged to inspect the delivered goods at the time of delivery.
- b. To be considered valid, buyer must submit complaints to seller in writing immediately after discovery by buyer, but no later than 8 days after receipt of the products. To be considered valid, complaints due to defects, deviation from the stated specification or externally visible damage must be noted by buyer on the receipt.
- c. Defects or shortages that are not visible must be reported to seller in writing within the warranty period. All consequences of not reporting immediately are at buyer's risk.



- d. Seller shall have the right to determine the nature and extent of the/any complaint on site at any time.
- e. Should a complaint not be reported to seller within the time limits specified in the preceding paragraphs, no warranty claim shall be possible.
- f. Seller shall endeavour to deliver in accordance with the agreed order. Deviations with respect to agreed weights, quantities, dimensions, colours, compositions, recipes, printing and/or other performance designations do not give the right to refuse delivery unless the deviation is such that it is unacceptable.
- g. Deviations from the agreed thickness, length or width of the delivered items must be assessed on the basis of a representative number of the delivered items and not on the basis of a few exceptional specimens.
- h. The permissible deviation from the agreed format (length and/or width) is 5% for plastic film in rolls and for bags made of plastic film.
- i. The permissible deviation of a single measurement compared with the agreed thickness amount to the following for:
  - plastic film up to 20 µm: 20%
  - plastic film from 20 µm to 50 µm: 15%
  - plastic film above 50 µm: 13%
- j. Surplus or shorted deliveries are deemed to be in accordance with the agreed quantities and/or numbers if the deviations in quantity or number do not exceed:
  - 30% above or below the specified quantity for orders with a net weight of up to 500 kg.
  - 20% above or below the specified quantity for orders with a net weight of 500 to 1000 kg.
  - 15% above or below the specified quantity for orders with a net weight of 1000 to 5000 kg.
  - 10% above or below the specified quantity for orders with a net weight above 5000 kg.
- k. Seller uses standard inks for printing. Should buyer have special requirements for printed matter, e.g. with regard to light and alkali resistance, rub resistance, etc., buyer must state this expressly in writing beforehand. Even if seller accepts these requirements, minor deviations from these cannot give cause for refusal of the goods or to liability on the part of seller.
- l. Buyer is fully responsible for the content and design of the printing to be supplied by buyer.
- m. Seller shall make printing proofs available only if buyer expressly requests these in writing, or if seller deems this desirable. Printing proofs signed for approval by the buyer are binding for the execution of the agreement and therefore cannot give rise to complaints.
- n. When applying any code to packaging, including the EAN code, seller accepts no liability whatsoever for usability, nor for the consequences of not being able to read or incorrectly reading such a code by equipment intended for this.
- o. Legal claims concerning alleged defects in the delivered goods shall lapse 1 year after the time of delivery of the particular goods.

### **13) Liability.**

- a. Without prejudice to the provisions of article 8 of this agreement, seller shall not be liable for damage and/or defects except in the event of and only to the extent expressly stated in writing in the particular agreement or in these terms and conditions. In cases in which its liability has been established, seller shall not be liable to compensate any amount exceeding the remuneration paid for the relevant products.
- b. Seller shall not be liable for any damage to or caused by the delivered products if buyer has not strictly observed seller's regulations or instructions concerning the method of storage, handling and application of the delivered products.



- c. Seller is not liable for costs and damages incurred as a direct or indirect result of:
- Force majeure, as defined in article 14 of these terms and conditions;
  - Negligence on the part of buyer in maintaining the delivered products;
  - Damages to the delivered products resulting from external mechanical and chemical or biological influences;
  - Normal wear to the delivered products;
  - Extraordinary conditions of humidity in the space in which the delivered products are applied and/or delivered;
  - Discolouration of the delivered products due to the effect of light;
  - Any other external cause that cannot be reasonably attributed to seller.
- d. Seller is not liable for damage resulting from improper use, nor for damage from the use of products for purposes for which they are not intended, or the use of products that cannot reasonably be expected.
- e. Seller is not liable for any indirect damage, including consequential damage, damage due to delay, loss of profit, missed savings, damage due to business stagnation, damage due to liability towards third parties and all damage not covered by direct damage, caused by goods supplied by seller.

#### **14) Force Majeure.**

- a. In these general terms and conditions, in addition to what is understood by 'force majeure' in law and jurisprudence, force majeure means all external causes, foreseen or unforeseen, that are beyond seller's control and as a result of which seller is unable to comply with the obligations both in seller's company and during storage or transport (whether or not under its own management) as well as with third parties from whom seller must obtain all or part of the required goods. Force majeure is understood to include but is not limited to the following:
- Force majeure of seller's suppliers;
  - Failure on the part of seller's suppliers to properly fulfil obligations;
  - Defectiveness of goods, equipment, software or materials from third parties, whose use buyer has prescribed to seller;
  - Government measures;
  - Malfunctions of electricity, internet, computer network or telecommunication facilities;
  - General transportation problems;
  - Unavailability of one or more staff members;
  - Strikes;
  - Fire;
  - Water damage;
  - Defects in machinery, including computer equipment;
  - Import, export and/or transit bans;
- along with any circumstances which hinder the normal course of business, as a result of which buyer cannot reasonably require seller to fulfil the agreement.
- b. If seller cannot comply with its obligations under the relevant agreement either fully or in part due to facts or circumstances beyond seller's reasonable control, then seller shall be entitled to temporarily suspend the fulfilment of its obligations to buyer pursuant to the relevant agreement until such circumstances or facts have ceased. If these circumstances or facts persist or threaten to persist for more than sixty (60) days, seller is entitled to dissolve the particular agreement in whole or in part, without being liable for compensation of any damage to buyer.

#### **15) Compliance with International Sanctions.**



- a. Compliance with sanctions: Both parties acknowledge and confirm that they shall comply with all applicable international sanctions as imposed by the United Nations, the European Union and the Dutch government, including but not limited to sanctions relating to trade, financial transactions and travel restrictions.
- b. No exemption from obligations: Neither of the parties will be excused from its obligations pursuant to this agreement on the grounds that compliance with such obligations would result in a violation of applicable international sanctions. Both parties will take all reasonable measures to satisfy their obligations without violating such sanctions.
- c. Reporting requirement: If buyer or seller becomes aware of a possible violation of international sanctions as a result of the implementation of this agreement, it shall immediately notify the other party in writing. Parties will then consult in good faith to find an alternative means of implementation that is in accordance with the applicable sanctions.
- d. Termination upon violation: If either party violates applicable international sanctions, the other party shall have the right to terminate this agreement with immediate effect, without prejudice to its other rights and remedies under this agreement or the law.

**16) Applicable law and Disputes.**

- a. All agreements concluded and any disputes arising from these between seller and buyer shall be governed exclusively by Dutch law.
- b. All disputes arising from or related to the agreement shall be brought exclusively before the competent court of the statutory seat where seller is established.
- c. The Vienna Sales Convention (CISG) does not apply to the agreement.

**17) Validity and filing.**

- a. These conditions are valid starting from 15 July 2025. They have also been filed with the Chamber of Commerce.
- b. Seller is authorised to amend these conditions. Should such an amendment occur during the term of the agreement, seller will inform buyer of the new conditions in writing. If buyer has not objected in writing within 15 days of receiving the new terms and conditions, the new terms and conditions shall apply to the agreement(s) between buyer and seller.
- c. Any nullity or invalidation of any part of these terms and conditions shall not result in the nullity or invalidation of all parts of these terms and conditions.