

# Holland Container Innovations Nederland B.V.

General Conditions, 12 November 2009

## 1. General

1. The General Conditions apply to all offers, legal relationships, and contracts for goods and / or services of any kind between HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. and clients, or their successors, insofar the parties not, expressly and in writing, have deviated from these conditions.
2. These conditions also apply to all agreements with the contractor for the execution of which third parties should be involved.

## 2. Basis bids

Bids from HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. are based on information provided by the client. The client guarantees that to the best taking all essential information for the design and implementation of the investigation has been provided.

## 3. Provision of information, employees and workspace by the client

1. The client shall ensure that all information and materials, which HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. indicates are necessary or which the client should reasonably understand to be necessary for the execution of the Agreement, are timely provided to HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. If for the implementation of the agreement required data will not be provided to the contractor, HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. has the right to suspend and / or charge additional costs resulting from the delay of the implementation of the agreement with the appropriate rates to the client.
2. This includes the provision of staff of the organization of the client, which are (will be) involved in the work of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V.
3. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. is not liable for damage of any kind, when HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. acted on incorrect information provided by the client / and / or incomplete information, unless such inaccuracy or incompleteness was known to her.
4. If HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. requests, the client provides on its site HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. free telephone with a private workspace and, if desired, a fax-en/of data network.

## 4. Implementation of the Agreement

1. Contractor shall perform the contract to the best knowledge and ability and in accordance with the requirements of good craftsmanship. This requirement has the character of a "commitment" as achieving the desired result cannot be guaranteed.
2. The agreed work will be performed by HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. as it deems suitable, including the identification and classification of time and duration.

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3. Client authorizes HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. to act on its behalf, if it fits logically into the contract, as defined in the tender.
4. Notwithstanding the foregoing paragraph 3 above, all contracts with third parties are granted in respect of principal. All related and consequential costs are accountable to the principal. Client releases HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. from in-and outside legal effects from the related tasks to be performed.
5. During the course of the present Agreement HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. and principal, regularly, but at least once every two weeks will discuss with each other the status, progress and any other matters relating to the contract. Special circumstances such as vacation reserved.
6. If it is agreed that the agreement is implemented in phases HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. can suspend the implementation of the parts belonging to a following stage until the client approves the results of the preceding stage in writing.
7. At the end of the contract an evaluation will be held by the client and HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. Six months after the end of the agreement a second evaluation can be held if necessary.
8. Complaints concerning the conduct of the contract must be reported immediately in writing to HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. will with a legitimate complaint still do the work as agreed, unless the client in writing indicates that this has become demonstrably useless. In case still providing the agreed service is no longer possible or useful, HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. will only liable within the limits of Article 14.

## 5. Involving third parties in the contract execution

1. If and to the extent of proper execution of the contract demands, or if circumstances so warrant, HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. has the right to have certain work done by third parties.
2. The involvement of third parties to enable the execution of the contract by the client or by HOLLAND NEDERLAND CONTAINER INNOVATIONS B.V. takes place only in mutual consultation.

## 6. Staff

1. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. in coordination with the client can change the composition of the advisory team, if it considers that this for the implementation of the contract is necessary. The change may not decrease the quality of the advisory services nor affect the continuity of the contract. An amendment to the consulting team can also take place on request by client in consultation with HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V.
2. No party may, during the execution of the contract and within one year after the termination of the contract hire staff of the other party or engage in negotiations about possible hiring with this staff, other than in consultation with the other party.

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## 7. Modification of the contract, additional work

1. The client accepts that the timing of the contract may be affected if the parties agree in interim to extend or modify the approach, method or scope of the contract and / or the resulting work.
2. If the interim change affects the agreed fee or cost reimbursement, HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. reports this as soon as possible to the client.
3. If an interim change in the contract or contract performance arises by reason of the client, HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. will make the necessary adjustments if the quality of service this requires. If such adjustment results in more work, this will be confirmed as a supplementary contract to the client.

## 8. Rates and costs of the contract

1. The prices in the offers are exclusive of VAT.
2. As to the fares and the resulting cost estimates it is indicated in the tender, whether it includes the secretarial costs, travel time, travel and accommodation costs and other contract-related costs. Where these costs are not included, they can be charged separately.
3. An interim change in the level of wages and costs that HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. necessitates to adjustment of tariffs or other expenses mentioned above, will be charged.
4. The fees are exclusive of interest expenses, unless otherwise indicated in the tender.

## 9. Payment Terms

1. The fees and expenses as stated in Article 8 will be charged monthly based on actual costs. Payment must be made within 30 days after statement date.
2. After that deadline, the statutory interest rate will be charged, without notice of default. If payments are not pursued, HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. can use the uncertainty clause to suspend the execution of the contract.
3. If the client fails or otherwise lacks in fulfilling any of its obligations, all reasonable costs incurred in obtaining settlement will be charged on his behalf, both judicial and extrajudicial.
4. If the instruction is provided by more than one client, all clients are jointly and severally liable for the fulfillment of the obligations stated in this article (regardless of the ascription of the declaration).
5. In the event of liquidation, bankruptcy or judicial settlement of the client, all accounts receivable of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. and the obligations of the client to HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. are immediately payable.

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6. Payments made by the client settle in the first place all interest and costs, in the second place all longest outstanding invoices, even when the client states that the payment relates to a later invoice.

## 10. Duration of the contract and closing

1. The duration of the contract, next to the efforts of the advisory team, can be affected by many factors, such as the quality of the information HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. obtains and the cooperation granted. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. cannot exactly indicate how long the execution of the assignment may take. When within the terms of the contract to complete certain work a period has been agreed, this never will be a hard deadline.

2. In financial terms, the contract ends, once the final statement by the sponsor has been approved. Within 30 days after the date thereof, the principal shall notify HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. thereof. If the client does not respond within this period, the statement is deemed to be approved.

3. If the client wants an audit of the declaration performed by an auditor, HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. will cooperate with this. The cost of such audit shall come to the expense of the client.

## 11. Premature termination of the contract

1. Parties may unilaterally terminate the agreement prematurely if one of them considers that the task execution cannot take place in accordance with the attached tender and any subsequent additional contract specifications. This is to be announced in substantiated writing to the other party.

2. If the premature termination was passed by the client, HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. will be, because of the resulting loss and capacity utilization, entitled to compensation, for which the until then average monthly invoice amount as a basis.

3. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. will be allowed to use its power to terminate only as a result of facts and circumstances that are not attributable to her or fall outside her influence, after which completion of the contract cannot reasonably be required. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. maintains entitlement to payment of the invoices for work carried out up to the termination and the provisional preliminary results of the work done so far can be made available. Where this entails additional costs, they are charged.

4. The accounts receivable of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. from the client will be immediately due and payable in the following cases:

- after the conclusion of the agreement HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. learns of circumstances giving HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. good reason to fear that the client will not meet its obligations;
- where HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. asked the client at the conclusion of the agreement to provide security for the fulfillment and this security fails or is insufficient.

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5. In these cases HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. is authorized to suspend the further implementation of the agreement or to dissolve the agreement, while not affecting the right of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. to claim damages.

6. If one of the two parties goes bankrupt, applies for judicial settlement or ceases to do business, the other party has the right to terminate the contract immediately, with retaining of all rights.

## 12. Intellectual property

1. All by HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. provided documents, such as reports, advice, design, methods, models, techniques, tools, including software, used for the execution of the contract and are included in the advice or research, are and remain the property of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. Disclosure can therefore only be obtained after consent of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V.

2. The client has the right to reproduce documents for use in his own organization, where appropriate within the purpose of the contract. Also in case of premature termination of the contract, the preceding shall apply.

## 13. Confidentiality

HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. is required to keep confidential all information and data from the client against third parties. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. assumes, under the command of all possible precautions, to protect the interests of the client. The client shall not without consent of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V., provide to third parties any communication on the mode of operation of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V., its processes and the like, or its reporting available.

## 14. Liability

1. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. is only liable for deficiencies towards the client in the performance of the contract, provided that this is the result of gross negligence or intent on the part of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V.

2. Liability for damages caused by defects is limited to the amount of the fee HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. received for its work under the contract. For assignments that have a longer lead time than half a year, a further limitation of the mentioned liability is in effect restricting the liability to a maximum of the declaration on the last six months before termination of the contract.

3. The client will safeguard HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. for any and all liability claims, asserted in or out of court arising from or related to the implementation by HOLLAND CONTAINER INNOVATIONS B.V. activities except for gross negligence or intent on the part of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V.

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## 15. Force majeure

1. Force majeure in these general conditions is in addition to what these terms mean in this area in the law and jurisprudence, all external causes, foreseen or unforeseen, on which HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. holds no influence, but due to which the contractor is unable to meet its obligations. Illness of contractor is included.

2. HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. also has the right to invoke force majeure if the circumstance rendering (further) fulfillment impossible occurs after HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. should have fulfilled its obligation.

3. During force majeure the obligations of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. will be suspended. If the period within which force majeure renders the obligations of HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. not possible lasts longer than 2 months, either party shall be allowed to terminate the agreement without providing for any obligation to pay compensation.

4. If HOLLAND CONTAINER INNOVATIONS NEDERLAND B.V. at the time of the occurrence of force majeure already has partially fulfilled its obligations, or can fulfill her obligations only partly, she is entitled to charge the already completed part or the to be completed part of its duties and the client shall treat this invoice as if it were a separate contract. However, this does not apply if the work already performed or to be performed part has no independent value.

## 16. Applicable law

This agreement is exclusively governed under Dutch law.

## 17. Dispute

All disputes which may arise from the implementation of this agreement or further agreements resulting therefrom shall be settled under the Rules of the Dutch Arbitration Institute in Rotterdam.

## 18. Amendments and location of the conditions

These conditions are filed at the office of the Chamber of Commerce in Delft. Always either the last registered version or the version valid at the time of the conclusion of the contract applies.

## 19. English translation general conditions

In the event of any difference between the Dutch text and the English translation, the Dutch text will prevail.