
General Terms & Conditions Blister & Pharmaceutical Packaging

Version 1.4

These General Terms & Conditions apply to all legal entities within the Ecobliss Group, including Ecobliss Packaging Group BV, Ecobliss Retail Packaging BV, Ecobliss Pharma BV and other affiliated entities that declare these General Terms & Conditions applicable. Deposited by Ecobliss Retail B.V. under nr. 12054156 at the Chamber of Commerce in Limburg, The Netherlands on July 10th, 2017

All entities bearing these General Terms & Conditions are hereafter referred to as 'Supplier'.

Article 1: Applicability

1. These general terms and conditions apply to all quotations, legal relationships and agreements in terms whereof Supplier supplies goods and/or services of any nature to the Customer. Deviations from and supplements to these general terms and conditions shall only be valid if agreed to expressly and in writing.
2. The applicability of the Customer's purchasing or other terms and conditions is expressly rejected.

Article 2: Offers & prices

1. All offers and other statements by Supplier are without obligation unless expressly indicated otherwise in writing.
2. Offers will be based on the information, drawings, etc. provided by the Customer when applying for an offer, which Supplier may assume to be correct. Any drawings, models, catalogues, prospectuses, diagrams, and specifications of capacity, measurements and weight, and any other information provided by Supplier will be indicative only and will not be binding, unless otherwise agreed in writing.
3. Sales samples displayed or presented shall be considered merely indicative. Delivered product may be different, unless expressly agreed otherwise.
4. A price offer shall not obligate Supplier to perform delivery of just a portion of the products at a corresponding portion of the price offer.
5. Offers do not apply to future follow-up orders for the same, unless expressly agreed.
6. All prices are in the local currency of the Supplier, excluding VAT and excluding any other taxes, import duties, duties, etc.
7. Supplier will have the right to proportionally increase any prices quoted and/or agreed, while adjusting the VAT due, in the event of an increase after the quotation or conclusion of the agreement in the costs of materials, raw materials or labour, transport cost, or of government charges or import duties, and furthermore in the event of an increase in purchase prices as a result of any change in the value of the applicable currency as a result of a change in the exchange rate or otherwise, and finally if the Customer makes any changes to its order that give rise to higher costs for Supplier than those on the basis of which the offer was made.
8. If no price has been agreed, the current prices will apply, based on the costs of machines, materials and wages on the day of the offer.
9. Any material, activity or service that is not explicitly mentioned in a quotation is to be considered outside the scope of the agreed price.

Article 3: Intellectual property rights

1. Unless otherwise agreed, Supplier will retain all intellectual property rights in respect of the Supplier's technical know-how, the Supplier's marketing concept, packaging concepts, designs, sketches, pictures, drawings, models, software, ideas and solutions, and offers provided by it. Those documents, know-how and/or information will remain Supplier's property and may not be copied, shown to third parties or otherwise used without its express consent, regardless of whether any costs involved have been charged to the Customer. The Customer will be required to return such property to Supplier at the first request.

Article 4: Agreements & orders

1. Agreements, by any name whatsoever, will not have been concluded until expressly accepted by Supplier.
2. Such express acceptance will be evidenced by written confirmation from Supplier, or by the fact that performance of the agreement has commenced.
3. Customer is responsible to verify that the confirmation document is in line with the offer and/or agreement. If there are deviations, the Customer should report this within 48 hours after receipt of the confirmation. In any case, the confirmation document is leading and the order will be executed as per the confirmation document.
4. Agreements concluded with subordinate employees of Supplier will not bind the latter insofar as it has not confirmed such agreements in writing. In this context 'subordinate employees' are all the employees and staff members who do not have power of attorney.
5. Changes of and additions to orders will be accepted only if they can reasonably be executed. In any case they shall only be binding after written confirmation thereof by Supplier and all ensuing additional cost are for the account of the Customer.
6. Supplier shall be free to refuse an order (in part) or to accept an order only under additional conditions. Supplier is free to do so without stating reasons.

Article 5: Customer supply of materials to Supplier

1. The materials (bulk medication, blistered medication, medical devices, etc.) supplied for packaging shall be shipped to Supplier in good order, clearly identified, with clear packing slip affixed, properly sealed and inside hygienic containers if applicable. Other materials shall equally be supplied in a properly sealed and clearly identified state.
2. Materials shall be supplied separately per production, unless expressly agreed otherwise.
3. Special storage conditions, applicability of the Opioid Act (Opiumwet in The Netherlands) and/or any toxic nature of materials supplied shall be communicated to Supplier immediately with the request to quote.
4. If checks performed by Supplier reveal that materials supplied by Customer are not in good order and/or do not match the specifications as described in the quotation and/or order then Supplier has the right to refuse the order. Any resulting costs shall be for account of Customer.

5. Customer shall make sure that its materials supplied to Supplier are adequately insured against acts of nature, theft, fire, etc., for the entire period these materials are in the Supplier's facilities as well as during the transportation there and back.

Article 6: Delivery

1. The delivery periods, manufacturing periods and periods within which services will be provided specified by Supplier will be approximate in all cases, unless otherwise agreed in writing. The delivery period will commence on the latest of the following moments:
 - a. the date of conclusion of the agreement; or
 - b. the date on the purchase order confirmation provided by the Supplier; or
 - c. the date of receipt by Supplier from the Customer of the documents, information, samples, testing materials, etc. required for the performance of the order; or
 - d. the date of receipt by Supplier of the amount that must be paid in advance under the agreement before the commencement of the work.
2. Unless otherwise agreed in writing, the date of delivery of physical goods will be the date at which these goods leave Supplier' plant or warehouse in The Netherlands or the warehouse of its subcontractor in case of direct shipment to the Customer.
3. The delivery periods will be extended by any period during which the performance of the agreement is delayed or complicated by circumstances not attributable to Supplier.
4. The obligation to deliver may be suspended during any period in which the Customer has yet to fulfil any obligation towards Supplier. Without prejudice to the other provisions of these General Terms and Conditions concerning the extension of delivery periods, the delivery period will be extended by the duration of any delay on the part of Supplier as a result of failure of the Customer to fulfil any obligation arising from the agreement or to provide any cooperation that may be required of it with regard to the performance of the agreement.
5. A delay in delivery of goods or in the provision of services will not give the Customer the right to claim damages, terminate the agreement or refrain from fulfilling any obligation that it is under pursuant to the agreement.
6. Unless otherwise expressly agreed, Supplier reserves the right to make partial deliveries or to provide the services in parts. If such delivery or services are deemed to have been made or provided under separate agreements, each of those agreements will be governed by these General Terms and Conditions.
7. Unless otherwise agreed, expressly and in writing, Ex Works is the default Incoterm. In that case the risk in the goods sold will at all times pass to the Customer the moment the goods leave the plant and/or warehouse.
8. If Supplier is requested to handle the transport of goods to the Customer and organises or arranges for such transport, the costs incurred will be charged to the Customer. Unless otherwise agreed, expressly and in writing, DAP is the default Incoterm applied in such case.
9. Supplier will in no event be liable for any damages exceeding the amount that it may receive from the carrier and/or insurer in connection with loss or damage during transport, and will assign its claim against the carrier or insurer to the Customer at the latter's request.

Article 7: Payment

1. The Customer shall pay invoices in accordance with the payment terms stated therein. In the absence of a specific arrangement, the Customer shall pay invoices within 30 days of the invoice date.
2. All payments should be made without any discount and/or adjustment in the manner agreed. The Customer never has the right, for whatever reason, to defer payment or deduct (supposed) claims against Supplier.
3. Supplier has the right to demand complete or partial pre-payment for deliveries or partial deliveries at any time.
4. If the Customer does not pay within the agreed period, it defaults by right and owes Supplier, without any proof of default and starting with the expiration date of the invoice(s), interest payments equal to art. 6:119 a BW (Dutch Civil Code) or the legal interest rate plus 2% on the unpaid sum. If the Customer remains in breach of payment after a demand or notice of default, Supplier may hand over the claim for collection, in which case the Customer shall be liable, in addition to the full outstanding amount, to pay all judicial and extrajudicial costs, including costs calculated by external experts and those determined by the Court. Payments made by the Customer when it is in default pursuant to the above provisions of this Article will first reduce the court and/or out-of-court costs due, then the interest, and finally the principal amount.

Article 8: Equipment assembly, installation and service

1. Unless otherwise agreed in writing, equipment will be assembled, disassembled and put into operation at the customarily applicable rates.
2. The employees to whom such work has been assigned will limit such work to the equipment supplied by Supplier and/or the equipment that was included in the order. Supplier will not be liable in respect of work involved in assembly, disassembly and putting equipment into operation that is not covered by the order.
3. Assembly, disassembly and putting equipment into operation does not include any additional work, in particular work related to electricity, air supply, plumbing, earthwork, bricklaying, foundations, carpentry and painting, and other work of a structural nature. Such work will be entirely for the Customer's account and risk.
4. The Customer must ensure that equipment for assembly/putting into operation is present in the assembly location at the moment of arrival of the employee of the Supplier for the execution of the work. In case internal transportation of equipment is required, timely execution of this is the responsibility of the Customer and for the Customer's account.
5. The Customer must ensure that Supplier can work undisturbed throughout the duration of the work. For that purpose the Customer must ensure, among other things, that requirements such as compressed air, electricity, lifting aids (plus skilled staff), are available in the area in which the work must be performed, unless otherwise apparent from the nature of the agreement. Also, the Customer must furthermore ensure that the necessary tools and assistance are provided and arrange for the instruction of the mechanics. Also, timely connecting of equipment to electrical supply, air supply, water supply etc. is in all cases the responsibility of the Customer and for the Customer's account.
6. The Customer must ensure for its own account and risk that suitable accommodation, proper sanitary facilities and any other facilities required under the ARBO-wet (Working Conditions Act) are available to Supplier's employees.
7. If the equipment cannot be assembled, disassembled or put into operation properly and without interruption or if such work is otherwise delayed due to circumstances not attributable to Supplier, Supplier will have the

right to charge any resulting additional costs to the Customer, at the rate applicable at that time. Any unforeseen costs will be for the Customer's account, in particular:

- a. costs incurred because the assembly cannot take place during customary daytime hours; and
 - b. travel and accommodation costs that were not included in the price.
8. The Customer must be present upon completion of the work and verify that the work has been properly performed. The Customer must also sign the service report, if requested. Complaints concerning the performance or duration of the work that are filed after the assembly staff have left will not be taken into consideration unless the Customer can prove that it could not reasonably have discovered a defect upon the completion of the work. In that case the Customer must file a complaint with Supplier in writing within eight days after discovering the defect and must give Supplier the opportunity to repair the defect, if any, provided that the report is filed within the warranty period. The Customer must state the nature of the defect and how it was established.

Article 9: Complaints

1. Complaints concerning visible defects regarding the delivery of packaging materials, packaging components, tooling and machine spare parts must be reported to Supplier by registered letter or e-mail within two working days after delivery.
2. Complaints concerning other defects regarding the delivery of packaging materials, packaging components, tooling and machine spare parts must be reported to Supplier in writing, by registered letter or e-mail within 14 days after such defects are or could reasonably be , but not later than within six months after delivery of the product.
3. If the Customer fails to comply with the provisions set out above in this Article, it will forfeit any claim it may have against Supplier concerning the defects in question.
4. Complaints about invoices must be filed in writing within eight days after receipt of the invoice.
5. The Customer will forfeit any rights it may have on the grounds of a defect if it has not filed a complaint within the periods specified above and/or has not given Supplier the opportunity to repair the defects.
6. Unless specific quality related agreements were made, expressly and in writing, the Ecobliss General Acceptance Criteria document is applicable in disputes over quality of packaging materials.

Article 10: Equipment and equipment spare parts warranty

1. Unless otherwise agreed in writing, the warranty period with respect to equipment will be the period stated in the quotation of the equipment, or limited to the warranty period given by the subcontractor of Supplier. In any and all cases, the warranty period never exceeds a period of one year after delivery of the equipment and/or equipment spare parts.
2. In the event of a defect in the equipment or equipment spare part, Supplier will have the right to credit the Customer in full against the return of the defective part, to repair the defective part, or to deliver a new part. In any and all cases, only the physical part falls under warranty, not labour, shipping charges, travelling charges or any other cost involved in replacing the part.

3. The Customer will be required to comply with any improvement instructions given by Supplier and must guarantee access to and time for repairs, inspections, improvements and replacements to the equipment. Any additional costs resulting from insufficient accessibility or workspace will be charged to the Customer.
4. The warranty will lapse if Supplier is not given the opportunity to make improvements and/or replacements. Only if an operating safety risk presents itself or to prevent greater damage, may the Customer itself repair the defect or have it repaired. This should in all cases be done in consultation with Supplier and after receipt of written approval from Supplier. Only if specifically agreed will the cost be borne by Supplier.
5. The warranty period of any replacement parts and/or improvements will be the same as that of the original delivery, but will not exceed the warranty period of the original delivery. The warranty will lapse in the event of any modifications to the equipment not executed by Supplier and/or without written consent, improper use, incorrect assembly or putting into operation by the Customer and/or third parties, the use of inappropriate means, unsuitable types of fuel, not clean and/or dry air, running the equipment at higher speed than intended and designed, incorrect settings, chemical, electrochemical or electrical influences insofar as they are not demonstrably attributable to Supplier, negligence in respect of operating and maintenance instructions, any modifications or work by the Customer and/or third parties, and influences of parts supplied by third parties.
6. The warranty will not apply to normal wear and tear nor in the event of continued use after the occurrence of a defect. The warranty will apply only if the Customer has fulfilled all its obligations (both financial and other) towards Supplier.

Article 11: Passing of ownership

1. A condition precedent will apply to the acquisition of title by the Customer to the goods delivered or yet to be delivered by Supplier. Title to the goods will not pass to the Customer until all the amounts payable by the Customer to Supplier on the grounds of deliveries made or work performed, including interest and costs, have been paid to Supplier in full.
2. In the event of treatment, processing, combination or mixing of the goods with goods belonging to other parties, or of acquisition of title to the goods through specification, Supplier will become the owner, insofar as legally possible, of the goods thus created. Until that time the Customer will not be entitled to resell the goods to which retention of title applies or to encumber them with any restricted right, otherwise than in the normal conduct of its business.
3. The Customer will be required to keep or make the goods to which retention of title applies identifiable for the benefit of Supplier, and to keep them separate from each other and from the other goods in the Customer's possession. If the Customer fails to fulfil any obligation towards Supplier under the agreement concerning the goods sold or the work to be performed, Supplier will be entitled to take back such goods without any notice of default being required.
4. The Customer authorises Supplier to gain access to the place where such goods are located. Supplier will have the right to charge to the Customer the costs involved in taking back the goods.

Article 12: Order cancellation & project end

1. Customer may cancel an order for goods and/or services under the following conditions and terms:
 - a. The cancellation is provided in writing and includes good grounds for cancellation. Whether that is the case is solely to the discretion of Supplier to decide.
 - b. Supplier agrees to stop the work as promptly as reasonably possible. If required and if possible, Supplier will cancel orders with subcontractors.
 - c. Any and all cost for raw materials, work in process, engineering and/or design work, labour cost, components, any semi-completed items, overhead, etc. up to the point of agreed cancellation are to be borne by the Customer.
 - d. Any and all cost resulting from the order cancellation itself are to be borne by the Customer.
 - e. In case of standard and non-customer specific equipment, Customer agrees to pay the reasonable costs, if any, which Supplier incurs due to the cancellation.
2. Customer will never hold any real right on resources such as tooling and equipment purchased by Supplier for the purpose of performing the agreement concluded with the Customer. Even when Supplier has passed on the cost thereof to Customer in part or full.
3. If no repeat order for packaging materials has been provided for a period longer than 24 months, Supplier has the right to discard any tooling relating to the production of those packaging materials. This is also applicable in case the Customer paid for that tooling (in part or full).

Article 13: Liability

1. Supplier will be liable only for loss or damages incurred by the Customer that is directly and exclusively due to gross negligence and/or harmful intent on the part of Supplier, on the understanding that only such loss or damages will qualify for compensation for which Supplier is insured or should reasonably have been insured in view of the customs that apply in the sector. In any and all cases, the liability will be limited to the order amount the loss or damage is applicable to. The following limitations must be taken into account:
 - a. Consequential loss or damages, (breakdowns and other expenses, loss of income, etc.), due to any cause whatsoever, indirect damages, loss and loss inflicted on third parties will not qualify for compensation. If it so wishes, the Customer must take out insurance for such loss.
 - b. Supplier will not be liable for any loss or damages caused by intent or gross negligence of auxiliary persons.
 - c. The loss or damages to be reimbursed by Supplier will be mitigated if the price to be paid by the Customer is small in relation to the extent of the loss or damages incurred by the Customer.
 - d. Supplier will not be liable for any loss or damages, suitability, compliance with laws and regulations, resulting from design and/or advisory services and ideas/solutions towards packaging materials, packaging components, packaging designs, packaging solutions, packaging machines that are produced and supplied according to designs, drawings or other instructions from the Customer. Supplier is under no circumstances liable for items, parts or components which have been supplied to Supplier by the Customer for processing or execution of an order or which have been employed in consultation with the Customer.

2. The Customer will indemnify Supplier against any and all third-party claim for damages or loss against Supplier concerning the use of drawings, models or other goods provided by the Customer and will be liable for all the resulting costs.

Article 14: Force majeure

1. If Supplier is unable to perform an agreement after it has been concluded, as a result of circumstances with which Supplier was not familiar upon the conclusion of the agreement, Supplier will have the right to demand that the content of the agreement be amended in such a way that performance is still possible. Supplier will furthermore have the right to suspend the fulfilment of its obligations and will not be in default if it is temporarily prevented from fulfilling its obligations, as a result of circumstances that could not reasonably have been foreseen at the date of conclusion of the agreement and that are beyond its control. Circumstances that could not reasonably have been foreseen and that are beyond Supplier' control include failure of suppliers of Supplier to fulfil their obligation, fire, strikes, walkouts, loss of the materials to be processed, or bans on import or trade.
2. Supplier will not be entitled to suspend performance if performance is permanently impossible or if the temporary impossibility lasts longer than six months, in which case the agreement between the parties will be dissolved without either of the parties being entitled to compensation of the loss incurred or to be incurred. If Supplier has fulfilled part of its obligation it will be entitled to a proportional part of the agreed price on the basis of the work already performed and the costs incurred.

Article 15: Default, suspension and termination

1. Without prejudice to the provisions of the other Articles of these General Terms and Conditions, if:
 - a. the Customer fails to fulfil any obligation, or to do so properly or in time, that arises for the Customer out of an agreement concluded with Supplier;
 - b. the Customer has been declared bankrupt or has applied for a suspension of payments, or if the Customer's businesses has been ceased or liquidated; or
 - c. an attachment is levied at the Customer on goods delivered whose ownership has not or not yet passed to the Customer.The Customer will be deemed to be in default by operation of law and Supplier will have the right without any notice of default being required, at Supplier' option, to suspend the performance of the agreement by not more than three months or to dissolve the agreement in full or in part, without Supplier being liable for any damages or warranty and without prejudice to any other rights that Supplier may have.
2. In the cases referred to in (a), (b) and (c) above, any claim that Supplier has or obtains against the Customer will fall due immediately and as a lump sum.
3. If Supplier has reasonable doubt about the Customer's solvency, it will have the right:
 - a. to suspend the further performance of the agreement until the doubt has been sufficiently removed in Supplier' reasonable opinion; and/or

- b. to demand and receive advance payment or proper security from the Customer, before continuing the performance of the agreement.
4. In the event of full or partial dissolution of the agreement by the Customer, Supplier will in all cases be entitled to compensation of all the financial loss, such as costs, loss of profit and reasonable costs incurred in establishing the loss and liability. In the event of partial dissolution, the Customer cannot claim that any performances already effected by Supplier be undone and Supplier will be fully entitled to payment for any performances already effected.

Article 16: Applicable law

1. All agreements shall be governed and construed principally in accordance with Dutch laws without limitation to Supplier's right to enforce the terms herein in the country in which the Customer is located and shall be subject to the exclusive jurisdiction of the Court of Roermond, The Netherlands. The provisions of the Vienna Sales Convention will not apply, nor will any future international arrangement concerning the purchase of movable tangible property whose scope can be excluded by the parties.
2. When doing business with our partners, Supplier might collect, process and use personal data. Supplier takes great care in managing private/personal data. At all times, Supplier acts according to the EU General Data Protection Regulation (GDPR). We kindly refer to our Privacy Statement for details.