



## General and Special Terms and Conditions

### **Section I. General Terms and Conditions applicable to all our contracts**

#### **Article 1 – Definitions**

The 'client' is the one who places the order.

The 'supplier' is the one who agrees to execute the order.

#### **Article 2 – General conditions of application**

The execution and payment of all our services are subject to these general terms and conditions.

No deviation from these general terms and conditions are permitted, unless such deviation is provided in writing in the special conditions, or if such deviation emerges from a written document issued by the board of Helios Packaging BV.

The application of these general terms and conditions is accepted by the client by the mere fact of concluding a contract or by the acceptance of a delivery or an invoice.

Helios Packaging BV has the right to amend these general terms and conditions unilaterally. Amendments also apply with regard to contracts already concluded and are valid one month after notification by means of a written notice. If the customer does not wish to accept the amendments to the general terms and conditions, he has - until the date of entry into force of the amendment - the right to terminate the contract on the date on which the amended terms and conditions become effective by registered post. After the effective date, the customer is deemed to have tacitly accepted the amendments.

Each quotation and acceptance of an order occurs under the condition precedent of approval by the credit insurer of the supplier.

#### **Article 3 – Prices**

Orders are invoiced on the basis of the price list that is in force on the date of the approval of the order.

#### **Article 4 – Approval of and protest against invoices**

Each invoice shall be deemed irrevocably accepted by the recipient if he has not sent written protest within eight days after the invoice date. The recourse against the seller, in the event of complaint by the buyer, is limited to the amount of the invoice value of the deliveries made.

#### **Article 5 – Payment**

Unless otherwise agreed upon by parties, all payments are made in euros or in the currency provided in the contract.

All prices are exclusive of VAT and all and any taxes or government taxes shall be borne by the customer.

All invoices are payable at the registered office of Helios Packaging BV.

#### **Article 6 – Due date**

All our invoices are payable within 30 days after the date of the invoice, unless otherwise agreed upon. However, we always reserve the right to deliver for payment in cash or cash on delivery. In the absence of payment by the agreed upon date, the goods and other items may be held back as guarantee for the sums due.

In case of non-payment of the invoice within the prescribed period, a default interest of 10% shall automatically be owed without further notice of default from the due date, as well as fixed compensation equal to 10% of the outstanding debt with a minimum of 75.00 EUR without prejudice to the right of Helios Packaging BV to claim higher damages provided there is evidence of higher actual damage.

Moreover, Helios Packaging BV shall then be entitled to request immediate payment of all other invoices not yet due and of all amounts for which it has granted an extension of payment to the client. Helios Packaging shall then also be entitled to suspend the execution of current contracts until the client has paid the advances specified in the previous section.

#### **Article 7 – Indexation**

When wages and/or prices of the materials rise, the quotation prices of all our services & products shall be revised in accordance with fixed indexation formulas, which shall be sent to the client upon the first request.

#### **Article 8 – Defects**

Upon delivery of goods, the customer shall sign the delivery order for receipt. Visible damage must be reported on the delivery order.

Any complaints in connection with defects not immediately visible must be made known to Helios Packaging BV by registered post within 5 business days of delivery or after the date of invoice when refusing delivery. This letter must contain a detailed and exhaustive summary of the defects. The use of even a part of the delivery presumes approval.

With incorrect delivery pursuant to mistakes, poor workmanship, etc., Helios Packaging BV can never be held liable to more than to refund or partial refund the price of the incorrect portion of the sale and the incorrectness must be sufficiently proven by the client.

#### **Article 9 – Retention of title**

As long as the goods are not paid in full, they remain the property of Helios Packaging BV.

Therefore, the client is only able to freely make use of the goods and to sell, lease, pledge, give away or trade them as soon as Helios Packaging has received the full payment for the services rendered and/or products.

#### **Article 10 – Authority**

Any dispute with regard to the conclusion, validity, interpretation, or execution of this contract and of the contracts derived from it is subject to Belgian law and shall be dealt with exclusively by the jurisdiction of the courts of Antwerp.

## **Section II. Special conditions that apply exclusively to contracts relating to the production of ‘shrink sleeves’**

#### **Article 1 – Sales proposals**

Sales proposals by Helios Packaging BV are non-binding and subject to the examination of the documents to be reproduced and/or composed. It reserves the right to refuse an order and shall be deemed to accept the order only after written confirmation or after committing to the production costs.

#### **Article 2 – Orders and Quotations**

Delivering production elements (materials, models, copy and/or digital files, etc.) to Helios Packaging BV with the request, without specific reservation, to deliver a sample or design brings with it the commitment of entrusting it with the execution of the work or to compensate it for costs incurred.

The quotation price only applies to the order listed in the quotation. Amendments to the original quotation data by the client shall be charged. The font, as well as the layout, shall be at the free discretion of Helios Packaging if not stated by the client. The quotations are always drawn up without the specification of taxes, which are always at the expense of the client. The client, who may receive a reduced VAT rate or a VAT exemption, must submit the necessary proof at the commencement of the order. A quotation is valid for one month for the execution of an order within three months. For combined quotations there is no obligation to deliver a part for a corresponding part of the price quoted for the entire order.

#### **Article 3 – Debtor**

Each person or company that places an order with the request to invoice this to a third party is jointly liable for the payment thereof.

#### **Article 4 – Copyright – property rights**

When a supplier executes a commission by any means whatsoever that can be regarded as a creative process in the sense of the legislation for intellectual property, the supplier shall retain the rights that arise from this work (for example, the right to reproduction). The client can only obtain these rights if there is a written contract that arranges the transfer of these rights. On the basis of the provisions above, the supplier-designer of computerised data and images, a graphic tool, a matrix, etc. holds the copyright on these products. This protection is based on the provisions of the legislation for intellectual property. The transfer of copyrights and, specifically, the transfer of production rights must be explicitly included in a written contract: this transfer may not be inferred from the fact that the creative process was anticipated in the order or that this creative process was specifically compensated for. Nor does the transfer of ownership of the material product or the digital data to the client result in the transfer of copyright. Unless an exclusivity contract has been concluded, the supplier has the right to use the supplier's creative work again.

#### **Article 5 – Copyright – right to reproduce**

An order related to the reproduction of any element whatsoever that was delivered by the client and that, under the provision of the legislation for intellectual property, implies that the client holds the reproduction rights. He/she, consequently, indemnifies the supplier by law against every dispute with regard to this right to reproduce. Every dispute regarding reproduction rights shall suspend the execution of the order. If the client delivers digital files with software and fonts for the execution of the order, the client shall protect the supplier specifically against every dispute with regard to the acquiring of the software and the fonts and, in general, against every dispute with regard to the use of the software. The supplier cannot be held liable for infringements on reproduction rights of third parties if it executed the order in good faith. Only the client is liable.

#### **Article 6 – Use of the name of the supplier**

The client may not object to the use of the name of the supplier, even if the name of a publisher or intermediary, publicity agent or other party is already used on the printed material.

Each of the parties undertakes not to (have) spread or to (have) communicate(d), not to use directly or indirectly, confidential data, information, applications, methods and know-how as well as any type of document they acquired during the execution of the contract unless the other party has given prior written permission. The obligation of confidentiality provided for in this Article shall apply for as long as the information concerned is of a confidential nature. Therefore, this shall also apply after the contract

has ended.

#### **Article 7 – Ownership of the production elements**

The production elements needed to complete an order successfully remain the property of the supplier that created them. However, on the one hand, the ownership of these elements (for example, photographs, videos, disks, all kinds of carriers of digital files, etc.) can be transferred at any moment to the client as long as there is a specific contract and subject to the rules set out in Article 13. On the other hand, when the production elements have taken on a shape that can be used by the client in order to make new creations that shall yield reproduction rights, the supplier shall retain the exclusive rights on the production elements that it has made, except when the parties have concluded a specific contract that makes arrangements about the conditions of the use of these elements by the client.

#### **Article 8 – Proof**

At the client's request, Helios Packaging BV shall provide a simple proof. Proofs provided, for example, colour-true proofs or proofs on the paper that was ordered, are charged extra. If the client does not request a proof, he is deemed to have given a "ready for press" instruction.

#### **Article 9 – Corrections**

The supplier must carry out the corrections indicated by the client, but cannot be held liable for spelling, linguist, or grammatical errors. Amendments of any kind to the original order (in the text, in the editing or positioning of illustrations, in the format, etc.) made in writing or in another way by or on behalf of the client are invoiced additionally and extend the execution time. This also applies to machine downtime while waiting for the "ready for press" instruction. Any verbally submitted amendments, by telephone for example, are executed at the client's risk.

#### **Article 10 – Ready for press**

The transfer of a dated and signed "ready for press" instruction by the client discharges the supplier of all responsibility for the errors or omissions discovered during or after printing. The "ready for press" product shall remain the property of the supplier and serves as evidence in the event of a dispute.

#### **Article 11 – Materials of the client – disposal**

If the client places material at the disposal of the supplier, this must be properly packaged and delivered on time (taking into account the order schedule) free of charge to the business premises of the supplier. The signing for receipt of the transport documents only confirms receipt of the material. If the client supplies pre-press material digitally without a printed version thereof, the supplier shall bear no responsibility for the results of the exposure. If the client places digital files at the disposal of the supplier, he must save the original files himself and is responsible for the quality of these files. The supplier cannot be held liable for the typographical quality of the ready-to-print models or files of completed pages that it receives from the client. Except for intent and gross negligence on the part of the supplier, its employees or subcontractors, any difficulties or delays in production caused by problems with supplied materials shall extend the delivery date and increase the price with the additional costs caused by these problems.

#### **Article 12 – Materials of the client – safekeeping**

The supplier is not obliged to keep the client's materials. If the client wishes the supplier to keep production elements such as typesetting, videos, edits, dielines, designs, drawings, disks, programmes, digital (data) files, etc., he/she shall agree upon this with the supplier in writing prior to the execution of the order. Safekeeping shall take place at the client's risk, who expressly exempts the supplier from any liability in connection with this safekeeping (including loss or damage), unless in the event of intent and gross negligence on the part of the supplier.

#### **Article 13 – Materials of the client – risks**

All goods (original, models, videos, information carriers, print carriers, etc.) entrusted by the client and placed at the supplier's business remain for the account and risk of the client, who expressly discharges the supplier of any sort of responsibility including in the event of damage or loss, in part or in full, for whatever reason, other than in the event of intent and/or gross negligence on the part of the supplier and/or the supplier's employees or subcontractors. The same holds for goods that are intended for the client. The safeguarding costs shall be charged as of the date of notification to the client. In the absence of payment by the agreed upon date, these goods may be held back as guarantee and pledge for the sums due.

#### **Article 14 – Materials of the client – insurance**

Upon written request, the supplier is prepared to cover all risks with an insurance of which the premium shall be borne by the client. This insurance shall only cover the repair of damage to the material, but not any loss that may result from such repair nor any indirect losses such as, among others, loss of profits.

#### **Article 15 – Recurring order – notices**

The client can only deprive the supplier from executing a recurring order, i.e. an order with recurring partial orders, subject to compliance with the notice periods as specified below. The notice must be served by registered post. In the event of non-compliance with the period, the client shall compensate the supplier for all losses suffered and loss of profits during the period of non-compliance.

Notice period:

- 3 months for an order of a recurring nature with annual turnover figures up to 7,500.00 EUR;
- 6 months for an order of a recurring nature with annual turnover figures up to 25,000.00 EUR;
- 1 year for an order of a recurring nature with annual turnover figures up to 25,000.00 EUR or more.

#### **Article 16 – Deviations**

For paper, carton, films and book-binding material processed by the supplier, the client shall accept the tolerances imposed by the manufacturers of these materials. The supplier may deliver and invoice 5% (with a minimum of one hundred copies) more or less than the number of copies ordered. With regard to printing that requires a complicated or especially difficult finishing (eg.

Shrink Sleeves), the supplier may deliver and invoice 20% (with a minimum of 200 copies) more or less than the number of copies ordered. The decreased or increased number of copies must be settled at the price for additional copies.

#### **Article 17 – Expiry date of materials**

Printed, plain or unfinished sleeve material that is stocked within the specifications at the client, at Helios Packaging or at its subcontractors has a maximum shelf-life or expiry date of 6 to 8 months.

After this period, Helios Packaging can no longer be held liable for materials that would not fit the specifications with regard to colour, size or shrink properties.

Specifications with regard to the stocking of the materials are available upon request.

#### **Article 18 – Special requirements**

All orders are executed with the raw material that are usually available. Special requirements such as colourfastness of ink, suitability for foodstuffs, etc. must be specified by the client when requesting a price. If they are made known after the fact, this could lead to an adjustment of the price.

#### **Article 19 – Conditions of delivery**

The terms and conditions stipulated in writing at the time of the order commence as of the first business day following the issuance of the necessary elements. The agreed upon delivery period shall be extended at least to the extent that the client has failed to deliver the necessary elements as well as failed to return the corrected proofs and the "ready for press" product(s). If the execution of an order, at the request of the client, causes additional costs within a period shorter than usual or an anticipated term, these shall be charged. The delivery shall take place at the company of the supplier.

Packaging and shipment are at the expense of the client. The risk of the goods during this shipment shall be borne by the client. In the event of delivery upon demand, the invoice amount of the total order shall be invoiced upon first delivery.

#### **Article 20 – Cancellation**

If the order is cancelled at the request of the client, invoicing shall occur at the stage of execution at which the order (wages, raw materials, subcontracting, etc.) is at. The amount charged shall consist of costs incurred by the supplier, multiplied by compensation for losses due to breach of contract, consisting of 15% of the agreed upon price where a minimum of 250.00 EUR shall apply. Should a submitted order be interrupted due to the late response of the client to the documents submitted to him/her, the submitted order shall be invoiced at the phase of execution as indicated above after one month. If the order is temporarily postponed at the request of the client, interim invoicing shall occur at the stage of execution at which the order (wages, raw materials, subcontracting, etc.) is at.

#### **Article 21 – Payment**

Advance payment of 1/3 of the order can be requested when the order is placed, the same payment can be requested after making the final correct proofs or the "ready for press" products and the balance upon delivery. Bills, cheques, mandates or receipts involve neither novation or derogation. In the event of deducting the invoice of one or more deliveries from an order not yet delivered in full, the client cannot rely on this to delay his/her payments until after complete delivery.

#### **Article 22 – Right of retention**

The supplier has the right to retain goods until the full price is paid. This right of retention applies to all raw materials, documents and elements needed for manufacturing, objects, merchandise or required material supplied by the client to execute the order or for the performance and shall apply to all documents or matters that are produced as a result of the order. The client shall only become owner of the sold good after the amounts owed have been paid in full. The risks to which the goods may be exposed shall be charged to the client as soon as they are made available for collection.

#### **Article 23 – Complaints**

Under penalty of forfeiture of rights, the client must send any complaint or protest by registered post to the supplier within 8 days of receipt of the first delivery of goods. If the client does not accept the goods, the term of 8 days begins as of the date of the invitation to receive the goods. Failing this, as of the date of invoice. If the supplier does not receive a complaint within this term of 8 days, this means that the client has accepted all goods in full. If the client has used a part of the delivered goods or has them sent by post to third parties or has given them to a distribution company for distribution, this entails that he has accepted the entire run. Defects in a part of the delivered goods do not give the client the right to reject the entire order. Under penalty of forfeiture of rights, the client must send any complaint or protest with regard to the invoice for the ordered goods to the supplier by registered post within 8 days of receipt of the invoice. If the supplier does not receive a complaint within this term of 8 days with regard to the invoice, this means that the client has accepted the invoice.

#### **Article 24 – Force majeure**

Events of force majeure and, in general, all circumstances that prevent the execution of the order by the supplier, reduce or delay or even cause an excessive increase in the fulfilment of its commitments, release the supplier from any liability and give the supplier the opportunity, as appropriate, either to reduce his commitments or to cancel the order or suspend its execution without being liable for any compensation. These are regarded as such: war, civil war, mobilisation, riots, strikes and lockouts, both at the supplier's and at the supplier's suppliers', machine failure, computer viruses or bugs, fire, water damage, interruption of shipping facilities, supply difficulties in raw materials and power and restrictions or prohibitions imposed by the government.

#### **Article 25 – Liability**

In the event of error or poor execution, the liability of the supplier is limited solely to taking back the non-compliant copies, which shall be settled against the price of the additional copies and cannot give rise to any compensation except in events of intentional or gross negligence on the part of the supplier, its employees or subcontractors. The supplier can never be held liable for indirect losses caused to the client, for example, loss of profits. The liability of the supplier shall, in any event, be limited to the amount of the order, i.e. the amount that the client would have paid if the work would be executed to the satisfaction of the client.

### **Section III. Special conditions that apply exclusively to contracts related to the contract packaging**

#### **Article 1 – Costs of quotations**

Helios Packaging BV reserves the right to pass on the costs incurred in drawing up a quotation.

#### **Article 2 – Validity of quotations**

The quotations are valid for 60 days but are always subject to revision if wages or the prices of raw material rise or if unforeseen circumstances affect the quotation prices.

The quotations are always drawn up without the specification of possible charges and taxes, which are always at the expense of the client.

The orders accepted by Helios Packaging BV are only binding after our written confirmation of the order.

#### **Article 3 – Delivery period**

The delivery periods submitted are only indicative. Possible delays as a result of force majeure or due to circumstances attributable to the client can never give reason for compensation nor be cause for refusal of delivery. The delivery period commences on the next business day after the receipt of the order form and the goods to be processed. Delays caused by unusable goods supplied by the client may give rise to compensation for non-productive hours.

#### **Article 4 – Place of delivery**

The delivery shall occur in one of the Helios Packaging sites or at another location designated by the client. In this last event, the shipment costs and risks shall be at the expense of the client.

#### **Article 5 – Liability**

Unless specified otherwise, Helios Packaging BV cannot be held liable for the damage or destruction of the contents of the product due to the use of a hot air or steam tunnel. The consumables necessary for the sleeves or labels are not included in the price. Helios Packaging BV cannot be held liable for the validation of sleeves from third parties. If the agreed upon volume with the associated rates is not accepted in full, an additional cost shall be reckoned on the basis of the amount delivered.

#### **Article 6 – Liability for non-compliant deliveries**

The quality of the shrinking process and the integrity of the original packaging supplied by the client also depend on the quality of the packaging delivered.

For the execution of each new order or packaging, a validation test must first be carried out by Helios Packaging where the feasibility, quality and specifications for future productions can be established.

Once the validation test has been carried out, the packaging provided by the manufacturer must be of the same quality as that used for the test for the purpose of maintaining the same quality of the shrinking process and the packaging itself.

Helios Packaging BV and its subcontractors cannot, in any event, be held liable for non-compliant deliveries due to a difference in quality of the packaging delivered by the client.

The client is aware that the sleeving process is always dependent on various factors and that limited variations and deviations in the packaging may occur, which cannot lead to discounts, refunds, termination of the contract or liability by Helios Packaging or its subcontractors.

#### **Article 7 – Collection of goods**

Except for stipulations to the contrary, the goods must be collected immediately and ultimately within five days after sending a written demand by registered post. Non-timely collection of goods gives grounds for compensation due to the occupation of space in our storage locations.

#### **Article 8 – Risks**

All goods belonging to the client and that are entrusted to us for the execution of an order or for storage shall be stored at the risk of the client. The owner of the goods must inform his/her insurance of the storage at third parties. Helios Packaging BV's insurance contract provides a waiver of recourse with regard to the owners of goods stored at our sites.

#### **Article 9 – Acceptance**

By signing our delivery note, the client accepts in good order the delivery and agrees to quality and quantity. Any complaints relating to not immediately visible defects should always be made in writing to Helios Packaging and express them within 5 working days of the delivery date or the invoice date when refusing the delivery.

For non-conforming deliveries due to mistakes, poor workmanship, etc.. Helios Packaging can never be more liable than a refund or partial refund of the price of the non-conforming portion of the sale and must be sufficiently proved by the customer. Any corrections and / or reprocessing of the productions under guarantee can only be performed by Helios Packaging and her designated subcontractors.

### **Section IV. Special conditions that apply exclusively to contracts relating to sleeve machines**

#### **Article 1 – General**

Weights, dimensions, capacities and other data contained in catalogues, circulars, advertisements, illustrations and price lists are an approximate indication. This data only binds to the extent that the contract specifically refers to it. Deviations from the contract,

dictated by technological advances, are always permitted. Every drawing and technical description presented to the buyer, either before or after the conclusion of the contract, on the grounds of which full or partial manufacture or delivery is possible, remains the exclusive property of Helios Packaging BV. Without the approval of Helios Packaging BV, the buyer may not use, copy, duplicate, pass on or share them with third parties.

The goods must be sold and definitely received in the factory of Helios Packaging BV or at the customer's premises even when free deliveries are concerned and this solely and exclusively by invitation from Helios Packaging BV on the day and time agreed upon. All costs that arise from an investigation and intervention of an audit or inspection body for the benefit of the buyer, before or after the sale was concluded, shall be borne by the buyer and can in no way be recovered from Helios Packaging BV. The goods remain the sole property of Helios Packaging BV until the moment of full payment thereof. Nor can they be sold to third parties as long as they are the property of Helios Packaging BV.

#### **Article 2 – Delivery**

Unless otherwise agreed upon, delivery runs from the date of conclusion of the contract, that is, the date on which Helios Packaging BV informs the buyer that it has accepted the order, or, if applicable, when Helios Packaging BV has received the advance payment on its bank account.

Unless otherwise agreed upon, the delivery periods listed in the contract are an estimation. A possible delay can never lead to termination of the contract or to any compensation. If the buyer has not accepted the goods when they were made available by Helios Packaging BV, the buyer may nevertheless not delay the due date that is normally set for the payments of the goods to Helios Packaging BV.

The following can be regarded as events of force majeure that are beyond our control although this list cannot be considered exhaustive: measures of any government, acts of war, insurrections, wars, interruptions or disruptions of work, whatever the cause may be, accidents, fire, floods, extraordinary weather conditions, interruptions or delays in deliveries from the main supplier, etc. and consequently entail release from the obligations of the seller. The seller shall in no event be liable for the direct or indirect losses that the buyer would suffer due to late delivery or non-delivery, whatever the cause may be.

#### **Article 3 – Prices**

Helios Packaging BV reserves the right to amend delivery prices at any moment, if the cost price changed as a result of devaluation or revaluation, changes in exchange rates and/or changes in import or export duties and/or shipment or insurance costs. Should, however, the price increase by 10% or more, the buyer is free to terminate the contract without any right to compensation and the amounts that the buyer has already paid shall be refunded, except additional modifications or options in respect to the initial received order.

The goods, even with free deliveries, travel at the risk of the buyer. Any costs for packaging the machine for delivery shall be borne by the buyer.

Unless otherwise agreed upon, the agreed upon prices shall apply to the materials delivered by the manufacturer and unpacked in the workplaces as indicated by the buyer in the job environment.

#### **Article 4 – Payment**

Unless otherwise agreed, the following payment schedule applies for machines or amounts above 5,000.00 EUR:

1. 30% advance payment at order placement and payable net and in cash (within 8 days of the invoice date)
2. 60% advance payment after FAT before the machine leaves Clever (payable within 8 days of the invoice date)
3. 10% of the balance payable 30 days after delivery (with a maximum of 90 days after invoice date)

#### **Article 5 – Financial guarantee**

If after the conclusion of the contract the creditworthiness of the buyer appears to be compromised, Helios Packaging BV reserves the right to demand any guarantee that it may consider necessary for the proper execution of the commitments entered, both before and after delivery of the goods, at least until the total amount owned is settled. No notice of default is required for this. The contract can be terminated at any time by Helios Packaging BV through a registered letter and without prior notice. Helios Packaging BV has, in this event, the right to take back the goods delivered without mediation by the court. The materials remain the property of Helios Packaging BV until full payment of the goods has been made.

#### **Article 6 – Guarantee**

Helios Packaging BV commits itself to remedy any defect of the goods delivered that is due to faulty materials, design or processing that arise during 12 months after commissioning. This commissioning occurs at most 30 days after the goods have been made available in the factories of Helios Packaging BV.

The guarantee only covers the repair or replacement of the defective parts, at the discretion of Helios Packaging BV, with a construction error depending on the circumstances and within a short period of time. Working hours and relocation are not included in the guarantee. Helios Packaging BV can never be held liable for direct or indirect losses incurred by errors in construction or late intervention. When replacing parts, the result is never guaranteed and does not give any right to renew the guarantee period set.

The guarantee shall no longer apply in case of negligence, accidents and wrongful use or incorrect arrangements, repairs and modifications that have been made by people other than an engineer in the employment of Helios Packaging BV or an authorised engineer in the employment of the buyer who was trained by an engineer from Helios Packaging BV.

The guarantee shall no longer apply if the obligations to train one or more of the buyer's authorised engineers or service personnel in the use and maintenance of the goods that are part of the contract by an engineer from Helios Packaging BV in the offices of Helios Packaging BV within normal working hours (from 7.30 a.m. to 4 p.m.) have not been met. The guarantee shall

no longer apply when it appears that the goods that are part of the contract were not placed or used for the intended purposes of these machines or placed in locations not protected against excessive smoke, vapour, water, dust and fluctuations in the voltage as specified in our technical brochures on placement.

The guarantee shall no longer apply if the machines are used by or sold to third parties, without any written consent of Helios Packaging.

The guarantee or liability does not apply to the following parts:

- Blow drying systems or conveyor systems of third-parties.
- Printing machines: ink ribbons and printing heads.
- water treatment systems of the steam generators
- piping performed by any third parties
- Other parts not specified in the quotation or confirmation of order.

When providing services, we only commit to an obligation to use best endeavours, that is, the obligation to execute the work to the best of our ability. We can, therefore, never be made to achieve a certain result.

Other than the obligation to replace or repair as described above, we are not bound to any compensation except in the event of the buyer proving intent or gross negligence on our part, which can only include the recovery of our goods, working hours and relocation.

We do not accept any liability or the application of statutory damages because of late delivery or late execution of services.

#### **Article 7 – Breach of contract**

If the buyer retracts his order in part or in full or remains in default in accepting the complete or a part of the equipment, Helios Packaging BV reserves the right to enforce the contract or to demand its dissolution. In this event, the buyer shall be entitled to a fixed compensation equal to 50% of the total amount of the non-compliant part thereof without prejudice to the right of Helios Packaging to claim higher compensation, provided it has evidence of higher actual losses being suffered.