

GENERAL TERMS AND CONDITIONS

All references to an "Article" or "Articles" are references to (an) article(s) of these General Terms and Conditions.

1. General

1.1 These General Terms and Conditions shall apply to all offers, legal relationships and Agreements under which Olympic Holding B.V. or any of its subsidiaries ("CCL Olympic") provides goods and/or services of whatever nature to the Customer. Deviations from and additions to these General Terms and Conditions shall only be valid if they have been expressly agreed in writing.

1.2 All offers and other statements by CCL Olympic shall be without obligation, unless CCL Olympic expressly indicates otherwise in writing. The Customer warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which CCL Olympic bases its offer and which have been stated by or on behalf of the Customer to CCL Olympic.

1.3 The application of the Customer's purchasing or other terms and conditions is expressly rejected.

1.4 If any provision of the Agreement or these General Terms and Conditions is found by any body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provisions shall continue in full force and effect.

1.5 CCL Olympic may always state additional requirements concerning communication between the Parties or performance of legal acts by e-mail.

2. Price and payment

2.1 All prices shall be exclusive of turnover tax (VAT - or BTW, in Dutch -) and other levies imposed by the government.

2.2 If the Customer must make regular payments, CCL Olympic shall be entitled to adjust the applicable prices and rates by providing written notice at least three months in advance. If the Customer does not wish to agree to such an adjustment, the Customer shall, within thirty days after the notice, be entitled

to terminate the Agreement before the date on which the adjustment would have become effective.

2.3 The Parties shall record in the Agreement the date or dates on which CCL Olympic shall charge the Customer the fee for the agreed performance. The Customer shall pay invoices in accordance with the payment conditions stated on the invoice. In the absence of a specific provision, the Customer shall pay within fourteen days after the invoice date. The Customer shall not be entitled to set off or to suspend a payment.

Payments should be made only by bank in favour of CCL Olympic through normal banking channels. In no event any cash payment is to be made against an invoice.

2.4 If the Customer does not pay the amounts owed in a timely manner, the Customer shall owe legal interest on the outstanding amount, without any written demand or notice of default being necessary. If the Customer still does not pay the claim after a written demand or notice of default, CCL Olympic can pass on the claim for collection, in which case the Customer shall, in addition to the total amount owed then, be obliged to pay for all in-court and out-of-court expenses, including expenses charged by external experts in addition to the costs determined at law. The Customer shall also owe the expenses incurred by CCL Olympic in regard to unsuccessful mediation if the Customer is ordered by a judgment to pay the outstanding amount in full or in part.

2.5 CCL Olympic reserves the right to adjust its prices for all service categories and deliveries of goods annually according to the customer price index (all households, total consumption, 2006=100) published by the Dutch CBS (Centraal Bureau voor de Statistiek).

2.6 CCL Olympic may pass on to the Customer any increase in costing factors occurring after conclusion of the Agreement.

2.7 The full claim for payment is payable on demand in the following instances: a. if any payment deadline has been exceeded; b. if the Customer has been declared bankrupt or requests suspension of payments; c. if any of the Customer's assets or claims are seized; d. if the Customer (if a company) is dissolved or

wound up; e. if the Customer (if a natural person) makes a request for judicial debt re-scheduling, is placed under guardianship or dies.

3. Confidential information, taking over employees and privacy

3.1 Each of the Parties warrants that all of the information received by the Other Party which is known to be or should be known to be confidential in nature shall remain secret, unless a legal obligation mandates disclosure of that information. The Party receiving the confidential information shall only use it for the purpose for which it has been provided. Information shall in any event be considered confidential if it is designated by either of the Parties as such.

3.2 During the term of the Agreement and for one year after it is terminated, each of the Parties shall not, unless it receives prior written permission from the other Party, take on employees of the Other Party (including those of Contractors of CCL Olympic) who are or were involved in executing the Agreement or otherwise have these employees work for it, directly or indirectly. As the occasion arises, CCL Olympic shall not withhold the permission concerned if the Customer has offered appropriate compensation.

3.3 The Customer shall indemnify CCL Olympic against claims by persons whose personal data has been recorded or processed in connection with a register of persons maintained by the Customer or for which the Customer is responsible under law or otherwise, unless the Customer proves that the facts underlying the claim are solely imputable to CCL Olympic.

4. Retention of title and rights, specification and possessory lien

4.1 All objects or goods delivered to the Customer shall remain CCL Olympic's property until all amounts owed by the Customer for the objects or goods delivered or to be delivered or work performed or to be performed under the Agreement, as well as all other amounts which the Customer owes due to a breach of its payment obligation, have been paid fully to CCL Olympic. If the Customer creates a new object wholly or partly from the objects or goods delivered by CCL Olympic,

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the Customer shall create that object solely for CCL Olympic and the Customer shall hold the newly created object for CCL Olympic until the Customer has paid all amounts owed under the Agreement; in that event, CCL Olympic shall possess all rights as the owner of the newly created object until the time the Customer makes full payment.

4.2 As the occasion arises, rights shall always be granted or transferred to the Customer on the condition that the Customer pay the agreed fees fully and in a timely manner.

4.3 Notwithstanding any delivery obligation, CCL Olympic may maintain possession of the objects, products, proprietary rights, information, documents and interim or other results of CCL Olympic's services which have been received or generated in connection with the Agreement until the Customer has paid all amounts owed to CCL Olympic.

4.5 Customer may not resell the items delivered by CCL Olympic to a third party, unless explicitly agreed otherwise.

5. Risk

5.1 Deliveries are made ex works according to the Incoterms 2020; the risks attached to the object are transferred at the moment that CCL Olympic makes the object available to the Customer or the carrier.

5.2 The provisions of Article 5.1 notwithstanding, the Customer and CCL Olympic may agree that CCL Olympic will arrange transport. The risks attached to the storage, loading, transport and unloading remain with the Customer in such instances. The Customer may take out insurance to cover those risks.

5.3 In the event that objects or goods are to be exchanged and the Customer continues to use the exchangeable object/good while awaiting delivery of the new object/good, the risks attached to the exchangeable object/good remain with the Customer until the moment that possession of the object or good has been relinquished to CCL Olympic.

6. Intellectual or industrial property rights

6.1 All intellectual and industrial property rights to adhesives ("PSA"), tapes, equipment, technology, knowhow or other materials developed or provided under the Agreement,

such as analyses, designs, documentation, reports, offers, as well as preparatory materials in that regard, shall be held solely by CCL Olympic and/or its licensors. The Customer shall only acquire the rights of use expressly granted in the Agreement, these Terms and Conditions and by law. Any other or more extensive right of the Customer to reproduce PSA, tapes, equipment, technology, know-how, or other materials shall be excluded, as shall be the right to use these items for Customer's own product or process development purposes. A right of use to which the Customer is entitled shall be non-exclusive and non-transferable to third parties.

6.2 If, in deviation from Article 6.1, CCL Olympic is prepared to undertake to transfer an intellectual or industrial property right, such an obligation may only be entered into expressly in writing. If the Parties expressly agree in writing that intellectual or industrial property rights regarding PSA, tape, equipment, technology, know-how or other materials specifically developed for the Customer shall be transferred to the Customer, this shall not affect CCL Olympic's right to apply and to use, either for itself or for third parties, the parts, general principles, ideas, designs, documentation, works and the like underlying that development, without any limitation on other purposes. Nor shall a transfer of intellectual or industrial property rights affect CCL Olympic's right to undertake developments for itself or third parties which are similar to those done for the Customer.

6.3 The Customer shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual or industrial property rights from the PSA, tape, packaging, equipment, technology, know-how or materials.

6.4 CCL Olympic shall be allowed to take technical measures to protect the intellectual and industrial property rights, e.g. with a view to agreed restrictions in the duration of the right to use the intellectual and industrial property rights. The Customer shall not be allowed to remove or evade such a technical measure.

6.5 CCL Olympic shall indemnify the Customer against any third-party cause of action based

on the claim that PSA, tape, equipment, technology, know-how or other materials developed by CCL Olympic itself infringe an intellectual or industrial property right applicable in The Netherlands or in any other country where CCL Olympic's patents are valid, on the condition that the Customer immediately informs CCL Olympic in writing about the existence and substance of the cause of action and let CCL Olympic handle the matter completely, including with respect to agreeing to any settlements. To that end, the Customer shall provide the necessary powers of attorney, information and cooperation to CCL Olympic to defend - if necessary, in the Customer's name - against these causes of action. This indemnification obligation shall be extinguished if the alleged infringement relates (i) to materials provided by the Customer to CCL Olympic for use, adaptation, processing or incorporation, or (ii) to changes the Customer has made or caused third parties to make to PSA, tape, website, equipment, technology, know-how or other materials. If it has been established in court as an incontrovertible fact that the PSA, tape, equipment, technology, know-how or other materials developed by CCL Olympic itself infringe any intellectual or industrial property right held by a third party or if, in CCL Olympic's judgment, it is likely that such infringement will occur, CCL Olympic shall, if possible, ensure that the Customer can continue to have undisturbed use of the delivered objects, or functionally equivalent other PSA, tape, equipment, technology, know-how or the other materials concerned, for example, by modifying the infringing parts or by acquiring a right of use for the Customer. If, in its exclusive judgment, CCL Olympic cannot ensure or cannot ensure except in a manner that is unreasonably burdensome (financially or otherwise) for it that the Customer can continue to have undisturbed use of the delivered objects, CCL Olympic shall take back the delivered objects, with crediting of the acquisition costs minus a reasonable user's fee. CCL Olympic shall not make its choice in this regard until after the Customer has been consulted. Any other or more extensive liability or indemnification obligation on CCL Olympic's part due to the infringement of

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a third party's intellectual or industrial property rights shall be completely excluded, including liability and indemnification obligations on CCL Olympic's part for infringements caused by using the PSA, tape, equipment and/or materials delivered (i) in any form not modified by CCL Olympic, (ii) in connection with objects not delivered or furnished by CCL Olympic or (iii) in another manner besides that for which the PSA, equipment and/or other materials were developed or intended.

6.8 The Customer warrants that there are no third-party rights which are inconsistent with providing CCL Olympic with PSA, equipment, materials intended for websites (visual material, text, music, domain names, logos etc.) or other materials, including draft material, intended for use, adaptation, installation or incorporation. The Customer shall indemnify CCL Olympic against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes a third-party right.

6.9 The Customer will be liable to pay CCL Olympic a penalty for each instance of violation of CCL Olympic's full ownership and title to intellectual property rights, to the amount of € 50,000. This penalty may be demanded in addition to any compensation damages awarded by law.

7. Orders & delivery

7.1 All orders placed by the Customer shall be in writing and subject to CCL Olympic's acceptance. Seller's acceptance is subject to receipt of the agreed pre-payment, if agreed to. CCL Olympic shall however be at the liberty to accept or refuse any order in full or part without assigning any reasons whatsoever.

7.2 The Invoice will be raised on the Customer against the order placed and goods supplied in terms of the said order.

7.3 The price prevailing on the date of order shall be applicable irrespective of the day of despatch, delivery, contract or advance payment for the supplies that have been issued and accepted.

7.4 The weight or quantity recorded by CCL Olympic in their dispatch documents shall be the basis for invoicing and payment. In case of short receipt/damage receipt Customer shall forthwith intimate in writing any such short

receipt/damage receipt of goods immediately to CCL Olympic.

7.5 The Customer will, in every case, examine the goods on taking delivery and thereafter will have no claim against CCL Olympic on account of damage to the goods, shortage of weight or as to the nature of quality of the goods or any matter whatsoever if not intimated to CCL Olympic within 8 days after delivery. Any claim of short receipt/weight or damage will become null and void if the Customer uses the goods delivered before such claim is settled between the Parties.

7.6 The goods supplied shall be as per the specifications/quality prescribed by CCL Olympic. For this purpose, CCL Olympic's technical data sheets as per the date of order shall be the basis.

7.7 No transit shortage/damage claims shall be entertained by CCL Olympic without a shortage/damage certificate duly acknowledged by the carrier.

7.8 Goods once sold will not be taken back.

7.9 All arrangements for transit insurance and all liability for transit losses shall be decided on a case to case basis and as mutually agreed to between the Parties.

7.10 The delivery of the goods shall be made by CCL Olympic as notified in the order confirmation. The Customer shall make all arrangements to take delivery of the goods on the dates informed by CCL Olympic.

8. Cooperation by the Customer; facilities

8.1 The Customer shall always furnish CCL Olympic in a timely manner with all data or information which is useful and necessary to execute the Agreement properly and provide full cooperation, including furnishing access to its buildings if necessary. If the Customer utilises its own employees in cooperating in the execution of the Agreement, these employees shall possess the necessary know-how, experience, abilities and characteristics.

8.2 The Customer shall bear the risk of selecting, using and applying in its organisation the PSA, tape, equipment and other products and materials and the services to be provided by CCL Olympic, and shall also be responsible for the monitoring and security procedures and proper management.

8.3 If the Customer furnishes materials or data to CCL Olympic on a data carrier, this carrier shall meet the specifications prescribed by CCL Olympic.

8.4 If the Customer does not provide CCL Olympic with the data, equipment or employees necessary to execute the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the Customer otherwise does not fulfil its obligations, CCL Olympic shall be entitled to suspend execution of the Agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to CCL Olympic's right to exercise any other legal right.

9. Delivery periods

9.1 All delivery and other periods stated or agreed by CCL Olympic have, to the best of its knowledge, been determined based on data known to CCL Olympic when it entered into the Agreement. CCL Olympic shall properly exert its best efforts to observe agreed delivery and other periods as much as possible. In determining delivery deadlines and/or work periods, CCL Olympic assumes that the engagement can be carried out under the circumstances as they are known to CCL Olympic at that moment. Delivery deadlines and/or work periods do not commence until the Parties have agreed on all commercial and technical details, all necessary data, final and approved drawings, etc. are in CCL Olympic's possession, the payment or instalment agreed has been received and the conditions necessary for the performance of the engagement have been met.

9.2 a. In the event of circumstances that are different to those known to CCL Olympic when the delivery deadline and/or work period were determined, CCL Olympic may extend the delivery deadline and/or work period by the time that is required in order to perform the engagement under those circumstances. If the work cannot be fitted into CCL Olympic's work schedule, it will be carried out as soon as CCL Olympic's schedule permits.

9.2 b. In the event of contract extras, the delivery deadline and/or work period will be ex-

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tended by the time required to supply (or arrange for the supply of) the materials and parts necessary for those contract extras and to carry out the contract extras. If the contract extras cannot be fitted into CCL Olympic's work schedule, they will be carried out as soon as CCL Olympic's schedule permits.

9.2 c. In the event that CCL Olympic's obligations are suspended, the delivery deadline and/or work period will be extended by the duration that the obligations are suspended. If resumption of the work cannot be fitted into CCL Olympic's work schedule, the work will be carried out as soon as CCL Olympic's schedule permits.

9.3 The mere fact that a stated or agreed delivery or other period has been exceeded shall not cause CCL Olympic to be in default. In all cases, hence, even if the Parties have expressly agreed on a firm date in writing, CCL Olympic shall not be in default because of a time period being exceeded until the Customer has provided it with a written notice of default.

9.4 CCL Olympic shall not be bound by firm or non-firm delivery or other periods which can no longer be met on account of circumstances beyond its control which have occurred after the Agreement was concluded. Nor shall CCL Olympic be bound by firm or non-firm delivery periods if the Parties have agreed to modify the substance or scope of the Agreement (additional work, change in specifications etc.).

9.5 If any period threatens to be exceeded, CCL Olympic and Customer shall consult with each other as soon as possible.

10. Taxes & liability

10.1 Any taxes, Cess or Duties levied by Central, State, Local or any other authority now in force or hereafter be imposed on the sale, transportation or supply/delivery of the goods shall be directly paid by the Customer or, if directly paid by CCL Olympic, reimbursed to CCL Olympic by the Customer.

10.2 CCL Olympic's liability for delivery of the goods ceases as soon as these are placed on rail/board at the place of dispatch.

10.3 CCL Olympic will not be liable for any delay in delivery beyond its own control, but will do its utmost to ensure speedy delivery.

11. Warranty of Goods

11.1 All products are guaranteed to be up to standard for 12 months after delivery. Any warranties of condition, statutory or otherwise, as to quality or fitness for any purpose is excluded. No claims will be recognized unless notified in writing within 8 days after delivery of goods.

11.2 CCL Olympic reserves the right to deal with such claims in the best possible manner. The decision of CCL Olympic will be final.

11.3 The Customer may only invoke guarantees/warranties after all obligations in respect of CCL Olympic have been fulfilled.

11.4 Equipment delivered is only suited for handling/processing products (such as PSA) delivered by CCL Olympic. No claims will be recognized resulting from handling/processing products other than delivered or approved by CCL Olympic.

12. Termination of the Agreement

12.1 Each of the Parties shall only be entitled to rescind the Agreement if the Other Party imputably fails to perform material obligations under the Agreement - in all cases, after having received a proper written notice of default which is as detailed as possible and in which it has been given a reasonable time period to remedy the breach.

12.2 If an agreement which, by its nature and substance, will not end when certain conditions, acts or the like are fulfilled, has been entered into for an indefinite period of time, each of the Parties may terminate the Agreement by written notice after proper consultation and with a statement of reasons. If the Parties have not agreed on an express notice period, a reasonable notice period must be observed in terminating the Agreement. The Parties shall never be liable for damages for terminating the Agreement.

12.3 In deviation from what has been provided for by statute in this regard through directory law, the Customer may only terminate a services agreement in the cases stated in these Terms and Conditions.

12.4 Each of the Parties may partly or completely terminate the Agreement in writing with immediate effect and without a notice of default if the Other Party is granted a provi-

sional or non-provisional suspension of payments, if a petition for liquidation is filed with regard to the Other Party or if the Other Party's business is wound up or terminated for other reasons besides a business reconstruction or merger. CCL Olympic shall never be obliged on account of this termination to refund funds already received or to pay damages. In the event of the Customer's liquidation, the right to use operating system software provided to the Customer shall be extinguished by law.

12.5 If, at the time of the rescission referred to in Article 12.1, the Customer has already received performance in connection with execution of the Agreement, this performance and the related payment obligation shall not be cancelled, unless the Customer proves that CCL Olympic is in default with regard to that performance. Amounts which CCL Olympic has invoiced before the rescission in connection with what it has already properly performed or delivered to execute the Agreement shall, subject to the provisions in the preceding sentence, continue to be owed in full and shall be immediately payable at the time of rescission.

13. CCL Olympic's liability; indemnity

13.1 CCL Olympic's total liability for imputably failing to perform the Agreement shall be limited to compensating direct damage, up to at most the amount of the price (exclusive of VAT) stipulated for the part of the Agreement the failure relates to. If the Agreement is primarily a continuing performance agreement with a term exceeding one year, the price stipulated for the Agreement shall be set at the total of the fees (exclusive of VAT) stipulated for one year. The total compensation for direct damage shall not, however, in any case exceed EUR 250,000 (two hundred and fifty thousand euros). "Direct damage" shall solely mean: a. reasonable expenses which the Customer would have to incur to make CCL Olympic's performance conform to the Agreement; this alternative damage shall not be compensated, however, if the Agreement is rescinded by or at the suit of the Customer; b. reasonable expenses which the Customer has incurred out of necessity to keep its old system or systems and related facilities operating

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longer because CCL Olympic did not provide delivery on a firm delivery date which was binding for it, minus any savings resulting from the delay in delivery; c. reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms and Conditions; d. reasonable expenses incurred to prevent or mitigate damage, insofar as the Customer demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these Terms and Conditions.

13.2 CCL Olympic's liability for injury or damage through death or bodily injury or because of material damage to objects shall never exceed EUR 1,000,000 (one million euros).

13.3 CCL Olympic's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by the Customer's customers, mutilation or loss of data, damage relating to the use of objects, materials or operating system software of third parties prescribed by the Customer for CCL Olympic, damage relating to engagement of CCL Olympics prescribed by the Customer for CCL Olympic and all other forms of damage or injury besides those mentioned in Article 13.1 and 13.2, on any account whatsoever, shall be excluded.

13.4 The limitations mentioned in the preceding paragraphs of this Article 13 shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by CCL Olympic.

13.5 CCL Olympic's liability because of an imputable failure to perform under an Agreement shall in all cases only arise if the Customer immediately and properly provides a written notice of default to CCL Olympic, with a reasonable time period for remedying the failure being given and CCL Olympic still imputably failing to perform its obligations after that period as well. The notice of default must contain a description of the breach which is as complete and specific as possible, so that CCL Olympic can respond adequately.

13.6 For any right to damages to exist, the Customer must always report the damage or injury to CCL Olympic in writing as soon as possible after it occurs. Any claim to damages

against CCL Olympic shall be extinguished by the mere lapse of 2 months after the claim arises.

13.7 The Customer shall indemnify CCL Olympic against all third-party claims because of product liability ensuing from a defect in a product or system which has been delivered by the Customer to a third party and which partly consisted of PSA, tape, equipment, technology, know-how or other materials delivered by CCL Olympic, except if and insofar as the Customer proves that the damage or injury was caused by that PSA, tape, equipment, technology, know-how or other materials.

13.8 The provisions in this Article shall also apply for the benefit of all legal and natural persons utilised by CCL Olympic in executing the Agreement.

13.9 CCL Olympic accepts no liability for goods delivered to him by a third party, which goods are delivered to the Customer (trading/resale). In such case, CCL Olympic shall transfer all guarantees and related rights under the agreement between CCL Olympic and the relevant third party to the Customer. Customer shall at its own judgement and expenses execute such rights directly with the third party.

14. Force Majeure

14.1 A Party shall not be obliged to perform any obligation if it is prevented from doing so by a situation of force majeure. "Force majeure" shall also include a situation of force majeure for CCL Olympic's suppliers or contractors, improper performance of obligations by CCL Olympics prescribed by the Customer for CCL Olympic, as well as defects in objects, materials, technology or know-how of third parties which the Customer has required CCL Olympic to use.

14.2 If a situation of force majeure lasts for more than 90 days, the Parties shall be entitled to terminate the Agreement by rescinding it in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately, without the Parties otherwise owing each other anything.

15. Applicable law and disputes

15.1 Dutch law shall govern the Agreements between CCL Olympic and the Customer. The Vienna Sales Convention of 1980 shall not apply.

15.2 Disputes arising between CCL Olympic and the Customer in connection with an Agreement concluded between CCL Olympic and the Customer or in connection with further agreements which arise under this shall be settled through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes in The Hague, all of this without prejudice to the Parties' right to request relief in interlocutory arbitration proceedings and without prejudice to the Parties' right to take protective pre-judgment measures.

15.3 In order to attempt to achieve an amicable resolution of an existing or potential future dispute, either Party may always initiate mediation pursuant to the Mediation Regulations of the Mediation Federation (MfN) maintained by the Stichting Kwaliteit Mediators (SKM) for the Settlement of Disputes in Rotterdam (The Netherlands). Mediation pursuant to these Regulations shall be based on mediation by one or more mediators. This procedure shall not result in a judgment which is binding on the Parties. Participation in this procedure shall be voluntary. The provisions in this paragraph of this Article shall not preclude a Party which so desires from skipping the mediation procedure and immediately pursuing the dispute procedure mentioned in Article 15.2.