

## GENERAL TERMS AND CONDITIONS OF SALE OF DUTCH COFFEE PACK

- version 1 February 2026 -

### **PART 1 – GENERAL INFORMATION**

#### **1. DEFINITIONS**

- 1.1 Dutch Coffee Pack is part of Berlin Packaging Industrial & Flexibles NL B.V. with registered office at Coldenhovenseweg 79 (6961 EC) in Eerbeek, registered with the Chamber of Commerce under 8042689 (“**DCP**”). DCP is a supplier of packaging goods.
- 1.2 DCP supplies goods, including packaging to contracting partners (“**Customer**”).
- 1.3 Either party under clause 1.1 or 1.2 hereinafter referred to individually as a ‘party’ and together as the ‘parties’.

### **PART 2 – ALL AGREEMENTS**

#### **2. APPLICABILITY**

- 2.1 Part 1 and 2 of these general terms and conditions of sale (“**General Conditions**”) apply to all offers made by DCP and all agreements between DCP and the Customer for the delivery of goods (“**Agreement**”) as of 1 February 2026.
- 2.2 In relation to Customers purchasing goods from DCP in the capacity of consumer, these General Conditions only apply if and to the extent they do not conflict with mandatory consumer law. If any part of these General Conditions goes against consumer protection laws, that part will not apply. Consumers have rights under the law, and nothing in these terms and conditions affects those rights. Consumer is defined as any natural person acting under the Agreement for purposes outside his business or professional activity.
- 2.3 Deviations from and/or supplements to these General Conditions shall only bind DCP insofar as these have expressly been agreed in writing. Save for such deviations and/or supplements these General Conditions shall continue to be in full force and effect.
- 2.4 If one or more provisions from these General Conditions in full or in part appear to be invalid, the other provisions shall remain in full force and effect in their entirety. Any invalid provision

shall be replaced by a suitable provision that approaches the intent of DCP and the economic result pursued by it as closely as possible.

- 2.5 Any failure or delay by DCP in exercising any right under these General Conditions or any Agreement, any single or partial exercise of any such right or any partial reaction or absence of reaction by DCP in the event of a breach by the Customer of any of its obligations under these General Conditions or any Agreement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of DCP’s rights under these General Conditions or any Agreement, nor shall it preclude any further exercise of any such rights.

#### **3. OFFER AND ACCEPTANCE**

- 3.1 All quotations and offers by DCP shall be non-binding, unless they expressly state to be binding or contain a specific time limit for acceptance.
- 3.2 An order placed by the Customer shall not be deemed to have been accepted by DCP until after DCP has sent a written confirmation, or after DCP has begun implementing the order.
- 3.3 The Customer shall be deemed to have agreed with an order confirmation of DCP if it, within 4 working days after the date of the order confirmation, has not protested against the content thereof in writing, or it has performed one or more activities in accordance with the order confirmation (whichever is earlier).
- 3.4 The fact that DCP supplies goods to the Customer on a regular basis and/or has previously supplied the Customer does not give the Customer any right to future deliveries by DCP. DCP is not required to provide any reason for refusing to supply the Customer in the future.
- 3.5 The content of promotional materials and information including but not limited to catalogues, price lists, leaflets, printed matter, illustrations, drawings, photos, specifications of measures and weight and other descriptions are non-binding, unless the Agreement explicitly refers to such documents. Minor variations do not constitute grounds for dissolution or cancellation of an

Agreement or compensation of damages.

#### **4. PRICES**

- 4.1 The price stated in quotations, offers and invoices of DCP shall consist of the purchase price of the goods, exclusive of transportation costs, VAT, duties, and other government levies.
- 4.2 The packaging expenses shall be excluded in the price referred to in Clause 4.1. DCP shall not take back the packaging, except as otherwise agreed in the quote.
- 4.3 The prices shall be based on cost factors, including but not limited to raw materials prices, salaries, social charges, transport costs, taxes, energy costs, exchange rates, etc., applicable at the time of the order confirmation of DCP. If, after acceptance of the order and before the moment of actual delivery, these costs increase or decrease DCP reserves the right to change its prices.
- 4.4 Adjustment of prices in accordance with Clause 4.3 do not entitle the Customer to cancel, terminate or dissolve the Agreement unless the price increases more than 10%.

#### **5. PAYMENT**

- 5.1 Payment of the purchase price shall take place within 30 days after the invoice date.
- 5.2 Payment shall be made without any reduction or set-off.
- 5.3 DCP reserves the right to demand advance payment or security for payment at all times, even if deliveries were previously made with a payment credit.
- 5.4 DCP may, insofar as it is held to perform an obligation under an Agreement, suspend the performance thereof until full payment of the amount that is due has been received, or dissolve the Agreement at its choice in full or in part by means of a written notification, this without prejudice to its right to claim damages.
- 5.5 If the amount due according to the invoice is not paid on time, the Customer shall be in default, without any demand or prior notice of default being required, and shall owe DCP the statutory commercial interest pursuant to Art. 6:119a of the Dutch Civil Code from the date the invoice becomes payable. It shall as then also be due an immediately due

and payable agreed late-payment fine of 2% of the invoice amount.

5.6 All payments shall first be used for payment of fines, interests and costs, and subsequently each time for payment of the oldest outstanding invoice.

## 6. DELIVERY

6.1 Unless agreed otherwise between the parties in writing, deliveries shall be made DAP according to Incoterms® 2020 at the agreed location.

6.2 Acceptance of goods by the carrier without comment on the waybill or the receipt is taken as evidence that the goods were delivered in good condition.

6.3 As from the moment of delivery the delivered goods shall be for the risk and account of the Customer, and if the Customer does not accept the delivery, as from the moment that the delivery has been refused.

6.3 Delivery times shall always be estimates and shall not be of the essence. Any excess of the delivery time, provided within reasonable limits, shall not entitle the Customer to cancel any order(s) or to compensate damages, including costs or losses created by the excess.

6.4 The Customer shall provide its full collaboration to the delivery of the goods that are to be delivered by DCP pursuant to the Agreement. Any extra costs incurred by DCP as a result of the non-acceptance or a delay in the delivery caused by the Customer, shall be for the account of the Customer and shall be invoiced separately.

6.5 The Customer shall without having been demanded to do so be in default if it, after the first request of DCP to that effect, fails to pick up the goods that are to be delivered or, if delivery at its address was agreed, if it refuses to accept delivery of the goods that are to be delivered.

6.6 If the Customer refuses delivery of the goods, DCP shall be entitled to store the goods at the expense and the risk of the Customer.

6.7 If, on the basis of the agreed Incoterm, delivery is to the door, the individual present on the Customer's premises at the time of delivery and receiving the goods is considered to be authorized for the purpose and the Customer cannot invoke matters of competence against DCP.

6.8 Goods are delivered with cleanliness appropriate to the

production process. Final cleaning and inspection before further use must be carried out by the Customer.

## 7. QUANTITY AND CAPACITY

7.1 DCP has the right to deliver up to 30% more or less than the agreed quantities. The Customer shall accept the excess up to that maximum, or accept the shortage.

7.2 DCP has the right to supply orders in parts, which may be invoiced separately.

## 8. PERFORMANCE

8.1 DCP may, at its option, fully or partly suspend the performance of the Agreement or dissolve the Agreement in full or in part by written notice without recourse to the courts with immediate effect and without DCP being liable for payment of any compensation, in the event that:

- a. the Customer fails to perform its obligations under an Agreement or these General Conditions properly, in a timely manner or at all;
- b. the Customer applies for or is granted a suspension of payments, or applies for or is declared bankrupt;
- c. the Customer is placed under legal guardianship or administration;
- d. the Customer's enterprise is sold or discontinued;
- e. an attachment is levied on a significant part of the Customer's operating assets.

8.2 In case of the situation of Clause 8.1 (a), the Customer shall be liable for all damage suffered by DCP, inter alia consisting of loss of profits, suffered losses, product damage, costs and interests, transport charges, commission fees, judicial and extra-judicial costs, as well as all further direct and indirect costs connected with a breach of the Agreement.

## 9. RETURN SHIPMENTS

9.1. The shipments that have been ordered by the Customer but of which delivery has not been accepted or that have been returned shall be charged to the Customer. All damage arising for DCP from the non-acceptance or the return shipments shall be paid by the Customer, unless the Customer demonstrates that the delivered goods are not in accordance with the Agreement.

9.2 DCP shall not accept returns without its prior written approval, except as otherwise agreed in the order confirmation. The acceptance of the goods returned by the Customer shall not imply an acceptance by DCP of the reason for the return.

## 10. COMPLAINTS

10.1 The Customer is obliged to inspect the quantity and quality of the delivered goods immediately after they have been delivered. Any visible defects relating to the quality or quantity have to be notified in writing within two (2) working days after delivery, specifying the nature and scope of the complaint. Other complaints have to be submitted to DCP in writing within fourteen (14) days after delivery.

10.2 After expiry of the periods stated in Clause 10.1, the goods shall be considered to have been delivered according to the agreed on quantity and the agreed on specifications and/or (legally) required quality. Any complaints that are submitted after the stated periods or not in writing shall not be handled.

10.3 If the delivered goods have been processed or used, the Customer shall be deemed to have accepted the goods without reservation, and submitting any complaints therefore shall no longer be possible.

10.4 The Customer is required upon first request of DCP to return a sample of the allegedly defective goods in order to conduct an investigation into the root cause of the complaint.

10.5 The terms of payment shall not be suspended by submitting a complaint.

10.6 If and to the extent DCP considers the Customer's complaint to be justified, it will, at its option:

- a. repair or replace the defective goods; or
- b. credit (part of) the purchase price paid by the Customer in connection with the defective delivered goods; or
- c. take back the defective goods without any further performance of the Agreement

## 11. WARRANTY

11.1 Unless otherwise agreed in writing, DCP does not make any

warranties in relation to goods delivered to the Customer other than that the goods delivered meet the agreed specifications and as long as the goods are used under normal and expected circumstances and in accordance with DCP's instructions. Berlin expressly excludes all other warranties, including warranties of merchantability and fitness for a particular purpose.

11.2 The exclusive remedies for a breach of warranty as defined in Clause 11.1 are stated in Clause 10.6 of these General Conditions.

11.3 Tolerances or minor deviations that are customary in the industry including but not limited in respect of quality, colour, paper, weight or appearance shall not lead to a breach of the warranty in Clause 12.1. When determining whether a delivery is outside reasonable tolerance, the average of the total number of rolls, sheets or units of a delivered consignment should be considered. The tolerances apply per specification per delivery, even if the Customer has placed a contract order for consecutive deliveries in a single specification or a total order for different specifications.

11.4 Samples are provided to the Customer as an example of the good that can be delivered. The Customer is not entitled to claim any rights in relation to the characteristics, looks, properties and use of the good based on the samples provided unless otherwise agreed in writing.

11.5 The Customer is responsible for testing the compatibility of the packaging delivered by DCP and the product, manufacturing, transport and logistical processes of the Customer used in combination with this packaging. DCP excludes any and all liability for damages resulting from non-compatibility of the packaging with the Customer's or any third-party product, manufacturing or distribution processes.

## 12. PRINTING

12.1 If the Customer requires printing on the goods, the Customer shall timely provide the required artwork and information in accordance with the instructions of DCP, including the correct display of EAN bar code symbol or uniform product codes.

12.2 Based on the artwork of the Customer, DCP makes a digital

printer's proof and submits this to the Customer for approval. Printer's proofs approved in writing by the Customer are used for the execution of the order and cannot give rise to complaints.

12.3 DCP shall not be liable for consequences of faults in art work or other material provided by the Customer, nor for the difficulties or the consequences of difficulties arising in the use of the printed codes except in case these are attributable to imputable shortcomings in production.

12.4 DCP only provides colour proofs on paper where the Customer explicitly asks for these or where DCP deems this desirable. Every proof or revision is invoiced.

12.5 DCP shall not be liable for mistakes not corrected by or on behalf of the Customer in the printer's proof, colour proof or in other materials provided by the Customer.

## 13. MEANS OF PRODUCTION

13.1 All means used for the production of the goods including but not limited to graphic image carriers, repro's and/or other information carriers, dies, resins, blocks, stones, printing plates, cylinders incl. gravure etchings, negatives, positives, diapositives, software, graphic material, tooling, and moulds ("**Means of Production**") are preserved only if agreed in writing. Storage of these items is invoiced.

13.2 Preservation of Means of Production does not guarantee that they can be reused.

13.3 All Means of Production are specific to the equipment of the manufacturing plant and are the property of DCP or the manufacturer, even if they have been invoiced.

13.4 Clause 13.1 and 13.3 do not apply to Means of Production supplied by the Customer.

## 14. LIABILITY

14.1 Nothing in these General Conditions shall limit or exclude DCP's liability for:

- a. death or personal injury caused by its intent or negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any matter in respect of which it would be unlawful for DCP to exclude or restrict liability.

14.2 Subject to Clause 14.1:

a. Any liability of DCP shall be limited to the amount (excluding VAT) charged by DCP to the Customer for the supply of the relevant goods that caused the damage or loss, subject to a maximum of EUR 25.000,- (twenty-five thousand euros) per event or series of related events; and

b. DCP shall under no circumstances whatsoever be liable to the Customer for loss of profit, claims by third parties or other indirect or consequential damages; and

c. DCP shall not be liable for any damages as a result of Customer's use of the goods contrary to their labelling or intended use.

14.3 Customer shall without delay take all necessary efforts to limit any damages and its effects.

14.4 The exclusions and limitations of liability in this Clause 15 also apply in favor of DCP's affiliates, subsidiaries, agents, legal representatives, employees, subcontractors and any persons or entities mandated by DCP to fulfil its obligations.

14.5 The exclusions and limitations in this Clause 14 apply to any contractual and non-contractual liability of DCP and will survive termination of the Agreement.

## 15. INDEMNITY

15.1 Without prejudice to the provisions set forth in Clause 15, the Customer shall indemnify and hold harmless DCP against any and all claims of third parties and consequential damages resulting from the delivery of goods by the Customer to third parties, including goods that have been delivered by DCP to the Customer, unless these claims are the direct and exclusive consequence of the goods delivered by DCP.

## 16. LOSS OF RIGHTS

16.1 All Customer's rights of action against DCP, whether in breach of contract, in tort or on any other ground, shall lapse as soon as a period of one (1) year has elapsed from the day on which the Customer became aware or could reasonably have become aware of the existence of those rights of action and the Customer has not commenced legal proceedings in respect of those rights of action within that one-year period.

## 17. FORCE MAJEURE

17.1 In addition to the provisions of Article 6:75 of the Dutch Civil Code, a default by DCP in the performance of any obligation to the Customer cannot be attributed to DCP in the event of a circumstance beyond DCP's control, as a result of which the performance of its obligations to the Customer is prevented in whole or in part or as a result of which the performance of its obligations cannot reasonably be required of DCP. Such circumstances include but are not limited to: war or similar situations, riots, sabotage, boycotts, strikes, occupations, blockages, shortages of raw materials, failures in the operation of factories, transportation problems of whatever nature (among which traffic-jams), machine damage, thefts, such sickness absence of staff of DCP that the implementation of the Agreement is seriously obstructed, failure in the performance by subcontractors, transporters and/or other third parties who have been called upon by DCP to assist in the implementation of the Agreement, obstructed shipping traffic, measures of the government that lead to any obstructions in either the Netherlands and/or abroad, natural disasters, epidemics, pandemics and quarantines.

17.2 In case of force majeure on the side of DCP, DCP shall have the right at its own discretion to suspend the implementation of the Agreement for the duration of the force majeure situation.

17.3 If a situation as described in Clause 18.1 lasts longer than 60 days, both Parties have the right to dissolve the Agreement in full or in part by submitting a written statement to that effect. The parties shall make a reasonable arrangement regarding the consequences of that dissolution.

## 18. CONFIDENTIALITY AND USE OF INFORMATION

18.1 Materials or information supplied by the Customer shall meet the specifications and requirements given by DCP. The Customer warrants that any artwork, models, materials or information that is provided to DCP in the context of an order or Agreement and any approval of designs, drawings and proofs is accurate and complete. DCP is not liable for any consequences

resulting from inaccurate or incomplete information provided by the Customer or materials or tools provided by the Customer.

18.2 Neither party may disclose the existence of an Agreement or any non-public information it receives from the other party (collectively, "**Confidential Information**") to any third party, nor use the Confidential Information for any purpose other than performance of any Agreement, without the prior consent of the other party. Notwithstanding the foregoing, Confidential Information may be disclosed if the receiving party becomes legally compelled to do so, provided that before disclosure the receiving party must notify the disclosing party and cooperate at the expense of the disclosing party to contest, limit or protect such required disclosure.

18.3 If either party breaches the obligation stated in Clause 18.2 the other party shall forfeit an immediately due and payable fine amounting to EUR 50.000,-, exclusive of VAT.

## 19. INTELLECTUAL PROPERTY RIGHTS

19.1 The Customer warrants that any orders placed with DCP do not infringe copyrights, patents, model or drawing rights or any other intellectual or industrial property rights of third parties. The Customer shall indemnify DCP against any and all claims of third parties for infringements of intellectual or industrial property rights in connection with the order placed by the Customer.

19.2 Unless expressly agreed otherwise in writing, DCP shall at all times be the exclusive owner of any intellectual or industrial property rights that may arise in respect of the works created by DCP in the performance of the Agreement, including but not limited to design drawings, models, artwork, inventions, computer software, databases and photographic recordings. Insofar as necessary, the Customer shall cooperate to transfer any of these rights to DCP or any third party designated by DCP.

## 20. GOVERNING LAW AND COMPETENT COURT

20.1 All offers and Agreements shall be governed by the laws of the Netherlands with the exclusion of the Vienna Sales Convention.

20.2 All disputes that arise from or in

the context of any Agreement shall exclusively be submitted to the District Court of Arnhem, the Netherlands, this with exception of disputes that pursuant to the law have to be submitted to the Subdistrict Division of any District Court in the Netherlands ("*Kantongerecht*").

## PART 3 – ONLINE SALES

### 21. DEVIATIONS FOR ORDERS THROUGH THE WEBSHOP

21.1 This clause 21 applies exclusively to orders processed via the DCP webshop

[www.dutchcoffeepack.com](http://www.dutchcoffeepack.com)

("Online Sales").

21.2 All prices and availability of the goods stated on the webshop are subject to change at any time without prior notice. DCP provides no guarantee to the prices or availability for any of the goods. In the event of a price or availability discrepancy is identified after the order confirmation is sent, DCP reserves the right to cancel the order or offer an alternative solution subject to mutual agreement.

21.5 An order placed by the Customer is only considered to have been accepted by DCP after payment has been completed in full and DCP has sent an order confirmation.

21.6 The Customer is responsible for checking the accuracy of the order confirmation within 24 hours. If the Customer identifies any problems, DCP must be informed within that 24-hour period. DCP will then make reasonable efforts to correct the order if it has not yet been shipped.

21.7 The Customer shall be deemed to have agreed with an order confirmation of DCP if it, within 24 hours after the order confirmation has been sent, has not protested against the content thereof in writing, or it has performed one or more activities in accordance with the order confirmation (whichever is earlier).

21.8 Payment of the purchase price must be made using the direct payment options offered in the webshop, which include creditcard, IDEAL, invoice, bank transfer.

21.9 If DCP agreed to deliver without prepayment, payment of the purchase price shall take place within 14 days after the invoice date.

- 21.10 The price stated on the webshop shall consist of the purchase price of the goods based on the Ex Works Incoterm 2020®, exclusive of VAT and transportation costs, duties, and other government levies
- 21.11 The payment terms as stated on the webshop and in these General Conditions will prevail over any other payment terms agreed between Customer and DCP in other business relations.
- 21.12 The terms and conditions for the delivery of the goods are selected by the Customer during the ordering process and confirmed in the order confirmation.
- 21.13 The following clauses of these General Conditions do not apply to Online Sales: 3.1; 3.2; 3.3; 3.4; 4; 5.1; 6.1; 7; 18; 19.

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