

TERMS AND CONDITIONS

Natural Bag B.V.

Art 1. Definitions:

If there is a difference in meaning between the Dutch-language version of these Terms and Conditions and the translation of these Terms and Conditions into another language, the Dutch-language version shall prevail.

In these terms and conditions Natural Bag is understood to be Natural Bag B.V. that is registered with the Chamber of Commerce under number 84839732 and having its registered office at Rietven 7, in Boekel, the Netherlands. Where in these conditions reference is made to "in writing", this includes a message sent by registered letter or e-mail, also if it is not signed due to the (automatic) method of sending.

Art 2. Applicability:

These conditions apply to every offer, quotation, order confirmation and trade agreement between Natural Bag and a counterparty. In the case of a continued relationship between Natural Bag and the counterparty, these terms and conditions need not be declared applicable again and again. Applicability statement of these conditions implies an express rejection of purchase or other conditions of the counterparty. If Natural Bag does not always demand strict compliance with these conditions, this does not imply that its provisions would not apply or that Natural Bag would to any extent would lose the right to demand strict compliance with these conditions in other cases.

Art 3. Offers:

All our offers are always without obligation and unless otherwise stated 30 days valid. An agreement with Natural Bag is only established once Natural Bag has confirmed the order in writing within 14 days, or as soon as Natural Bag has actually started the execution of the order. Verbal promises by or agreements with our employees or agents are binding for Natural Bag only after and insofar as Natural Bag have had these commitments or agreements been confirmed in writing. Agreements, contracts or commitments, deviating from the contents of the Order confirmation or these conditions are only deemed to have been made if they have been confirmed in writing by Natural Bag. If the counterparty cannot agree with the contents of the order confirmation, he must submit his objections in writing to Natural Bag within 5 calendar days after receipt, failing which the order confirmation is deemed to correctly reflect the agreement. Offers only concern the quantities and products mentioned in the quotation and do not automatically apply to repeat orders. If the products to be delivered in the Netherlands are intended for sale outside the Netherlands, Natural Bag is only responsible for ensuring that the products to be delivered meet the requirements or standards set by laws or regulations of the country where the products are to be sold, when the counterparty has expressly and in writing informed Natural Bag of this intention at the inception of the agreement. Also all other [for example quality or composition] requirements that are set by the counterparty to the products to be delivered and which deviate from the usual requirements, must be explicitly and in writing be reported by the counterparty prior to the acceptance of the agreement. If Natural Bag shows or provides a sample or example, this always happens only by way of indication: the qualities of the products to be delivered may deviate from the sample or example, unless it was expressly stated that it would be delivered in accordance with the sample or example shown.

Art 4. Delivery:

Unless otherwise agreed, delivery takes place ex warehouse of Natural Bag; from this moment on the products are at the risk of the counterparty. The counterparty is obliged to accept the purchased products at the moment they are made available to him. If the counterparty refuses to accept the products or is negligent with the provision of information or instructions necessary for delivery, Natural Bag is entitled to take all measures (such as storage under third parties) that Natural Bag would deem necessary, at the expense and risk of the counterparty. If products purchased by the counterparty cannot be delivered by Natural Bag at the agreed time, Natural Bag will store these products at the risk of the counterparty. The associated costs are at the expense of the counterparty and can be invoiced directly and in full. If the counterparty informs Natural Bag before delivery that it wishes to receive it at a place other than at the agreed location, Natural Bag will comply with this insofar as this can reasonably be desired. If additional costs have to be incurred by Natural Bag in order to comply with this request, the counterparty is obliged to reimburse those extra costs. The provisions of article 10 of these conditions then apply. Natural Bag can agree with the counterparty to store the products sold in the Natural Bag warehouse. The counterparty can then dispose of these products on demand. If the counterparty makes use of this option, a separate call order agreement can be made. In the case of delivery on demand, the counterparty is deemed to have agreed that the delivery took place at the time agreed for the call. If actual delivery does not have taken place at that call delivery time, since then Natural Bag has been acting as the holder for the counterparty. Natural Bag is then entitled to charge additional storage costs. Natural Bag is allowed to deliver sold quantities in parts. If the quantities sold are delivered in parts, Natural Bag is entitled to invoice each part separately.

Art 5. Delivery time:

The delivery time commences if and after an order has been accepted by Natural Bag in writing and all data and materials required for the execution have been received by Natural Bag from the counterparty. An agreed delivery time is never a deadline, unless expressly agreed otherwise. In the event of late delivery, the counterparty must therefore declare Natural Bag in default in writing; Natural Bag must be offered a reasonable period in which to still implement the agreement. Exceeding the term of delivery by whatever cause will never give the counterparty the right to any compensation. If no other term has been agreed upon on delivery, the maximum period within which a call is to be made is a period of three months after the completed notification or as much shorter as in the given circumstances must be regarded as reasonable.

Art 6. Force majeure:

Natural Bag is not obliged to fulfill any obligation towards the counterparty if it is prevented from doing so as a result of a circumstance that is not due to its fault, and neither under the law, a legal act or in the prevailing custom views for its account. Force majeure is understood to be including but not limited to, in addition to the relevant provisions in the law and jurisprudence is determined, all external causes, foreseen or unforeseen, on which Natural Bag cannot exert influence, but as a result of which

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Natural Bag is unable to fulfill its obligations or which makes such fulfillment unreasonably difficult. Force majeure will (if and insofar as these circumstances make fulfillment impossible or unreasonably difficult) also include non-foreseeable circumstances by which suppliers or other third parties of on which Natural Bag is dependent cannot perform. Natural Bag also has the right to invoke force majeure if the circumstance preventing (further) performance occurs after Natural Bag should have fulfilled its obligation. During force majeure, the delivery and other obligations of Natural Bag will be suspended. If the period in which Natural Bag does not fulfill its obligations due to force majeure lasts longer than 3 months, both parties are entitled to dissolve the agreement, without there being an obligation to pay compensation in that case. If Natural Bag has already partially fulfilled its obligations on the occurrence of the force majeure, or can only partly meet its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the counterparty is obliged to pay this invoice as if it was a separate contract.

Art 7. Suspension or dissolution of the agreement:

Natural Bag is entitled to suspend fulfillment of its obligations or to dissolve the agreement if: - after entering into the agreement Natural Bag is informed of circumstances that give Natural Bag good grounds to fear that the counterparty will not fulfill its obligations; - after entering into the agreement circumstances arise which are of such a nature that execution of the agreement becomes impossible or so objectionable and / or disproportionately expensive that compliance with the agreement can no longer be reasonably expected from Natural Bag; - Natural Bag has requested the counterparty at the commencement of the agreement to provide assurance / collateral for the fulfillment and this assurance / collateral is not forthcoming or is insufficient; - the counterparty does not, not timely or not completely fulfill the obligations under the agreement, without prejudice to Natural Bag's right to claim compensation; - due to any delay on the part of the counterparty, Natural Bag can no longer be required to fulfill the agreement on the agreed conditions; If Natural Bag proceeds to suspension or dissolution, it is in no way obliged to pay compensation for damage and costs that arise as a result. If dissolution of the agreement is attributable to the counterparty, Natural Bag is entitled to compensation for damage, including the costs, which have arisen directly and indirectly as a result.

Art 8. Defects; complaint terms:

Natural Bag guarantees that the products to be delivered meet the agreed quality requirements. The counterparty must inspect the purchased products on delivery. In doing so, the counterparty must check whether the goods delivered comply with the agreement, namely: - whether the correct products have been delivered; - whether the correct amount of products has been delivered; whether the delivered products meet the agreed quality requirements or, if these are lacking, the requirements that may be set for normal use. If visible defects or deficiencies are detected, the counterparty must report this to Natural Bag in writing and in detail within 48 hours of delivery. Non-visible defects must be reported to Natural Bag by the counterparty within 48 hours of discovery, but within 8 days of delivery at the latest. Even if the counterparty makes a timely complaint, its obligation to pay and accept orders that have been made remains. Products can only be returned to Natural Bag after prior written permission. The cases to which the complaints relate must remain available for inspection and / or inspection by Natural Bag in the condition in which they were at the time the defects were discovered. The counterparty must capture the situation by means of visual material (photo / film). The burden of proof of the statement or propositions that there would be question of non-conformity of delivered goods is on the counterparty. This burden of proof is applicable in case of alleged defects processed goods redelivered by the counterparty are deemed to have been approved. For deviations, which are common in the industry under which the product concerned falls, or for minor technical or unavoidable deviations in terms of quality, color, dimensions, thickness, weight, etc. (as below but expressly not fully shown) Natural Bag is not liable.

1. The accuracy of the ink colors is not guaranteed. A deviation may never justify refusal of the merchandise or the demand for a price reduction.
2. In the manufacture of bags or similar products, a quantity of 2% bad specimens will be regarded as normal. The products sold by weight are invoiced gross for net.
3. The tones of Bioplastics may differ from one fabrication to another. Natural Bag can not undertake to supply Bioplastics of the same shade or with the same purity as that of the samples. A slight difference in the form, the quality, or thickness does not justify complaint or refusal.
4. The permissible variance upwards and downwards in thickness is 15%, length and width tolerance up to 25mm for all our products.
5. The deviation / tolerance assessment is based on the average from the delivery and not on a few specimens. If the complaints concern part of the delivered goods, this cannot be a reason to reject the entire shipment. Clichés that have been taken into use by or on behalf of the counterparty shall be deemed to have been approved by the counterparty. If the order is not forthcoming after a requested quotation, the costs of a design made for this purpose and any clichés already produced can be charged to the counterparty by Natural Bag 14 days after the date of the quotation and the counterparty is obliged to pay these costs. If the delivered products show a defect, the counterparty shall be entitled to, at the option of Natural Bag, replacement of the defective products resp. crediting the invoice value in relation to the defective products. This does not apply if the damage is the result of any incorrect treatment by the counterparty or due to circumstances in which Natural Bag cannot exercise any influence. Natural Bag is not obliged to any further compensation and or reimbursement of indirect goods. With regard to complaints, each partial delivery is regarded as a separate sale. Natural Bag is not liable for direct or indirect damage or loss of profit suffered by the counterparty and / or its customers as a result of non-fulfillment of our obligations, unless this is a consequence of intention or gross negligence attributable to Natural Bag. If Natural Bag is liable, then this liability is limited to a maximum of the amount of the underlying agreement or order. The counterparty shall indemnify Natural Bag in full for all claims relating to products or services supplied to the counterparty, for which third parties for whatever reason assert claims against Natural Bag. Any further liability is expressly excluded. After the expiry of the terms mentioned in these General Terms and Conditions, the counterparty is deemed to have approved the delivered goods or the invoice, then complaints will no longer be processed by Natural Bag. Natural Bag has been relieved of all liability and is not obliged to accept and / or investigate complaints about defects if the counterparty has not fully complied with its payment obligations and other obligations towards Natural Bag.

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Art 9. Payment:

Payment must be made to Natural Bag without any deduction, discount or settlement in a manner indicated by Natural Bag in the currency in which the invoice is made, unless otherwise stated by Natural Bag in writing. Natural Bag is entitled to charge 3% credit limit on the invoices. Unless explicitly agreed otherwise, payment must be made within 7 days of the invoice date. In case of timely payment, the calculated credit limit surcharge can be deducted from the invoice amount. After the expiration of 7 days after the invoice date, the counterparty is legally in default; from then on Natural Bag will then also be entitled to compensation of statutory interest (as it applies to trade agreements) plus two percent, over the outstanding amount up to the moment of full payment. In addition, all judicial and extrajudicial costs incurred in order to claim fulfillment, dissolution and / or compensation are at the expense of the counterparty. In case of liquidation, bankruptcy or suspension of payment of the counterparty, the obligations to Natural Bag are due immediately. Payments made by the counterparty always serve first to settle all interest and costs owed and, secondly, the due and payable invoices that have been outstanding the longest, even if the counterparty states that the payment relates to a later invoice. Objections against the amount of an invoice do not suspend the payment obligation of the counterparty. Non-payment on the due date of a single invoice makes the balance due of all other invoices, even if not due, legally due on demand immediately. Natural Bag uses a payment term of 45 days after the date of receipt of an approved creditors' invoice, including mention of the Natural Bag purchase order number, unless otherwise agreed and subject to complaints from Natural Bag due to shortcomings of the seller. Rejected invoices (e.g. missing Natural Bag reference) do not have to be paid by Natural Bag until an approved invoice has been received.

Art 10. Collection costs:

If the counterparty is in default or fails to (timely) comply with one or more of its obligations, all reasonable costs incurred in obtaining payment out of court are at the expense of the counterparty. The extrajudicial costs are calculated on the basis of what is customary at that time in the Dutch collection practice. If, however, Natural Bag has incurred higher costs for collection that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. In any case, the counterparty will owe an amount equal to 15% of the invoice amount, with a minimum of € 500.00. If Natural Bag proves to have incurred higher costs, that were reasonably necessary, these costs must also be reimbursed. The counterparty also owes interest on the collection costs due.

Art 11. Retention of title:

Items delivered by Natural Bag, as well as previously delivered goods, remain the inalienable property of Natural Bag, until the counterparty has or will have all that Natural Bag has to claim from him / her, including interest and costs, including any (damage) compensation due to shortcomings in the fulfillment of that agreement, fully paid to Natural Bag. Products thus subject to retention of title must be carefully treated by the counterparty at all times and further stored in such a way that the quality is not compromised. Items delivered by Natural Bag that fall under the retention of title pursuant to the aforementioned paragraph may not be resold or used as a means of payment. Incidentally, the counterparty is not authorized to pledge the products or to establish any other right to this. If third parties wish to have any right to the products delivered subject to retention of title to establish or assert, the counterparty is obliged to notify Natural Bag as soon as can reasonably be expected. The counterparty obliges:

- to insure the products delivered subject to retention of title and to keep them insured against damage and theft and to make the policy of this insurance available to Natural Bag on first request;
- pledge all claims of the counterparty to insurers with respect to the products delivered subject to retention of title to Natural Bag in the manner prescribed in Section 3:239 of the Dutch Civil Code;
- to mark the products delivered under retention of title as the property of Natural Bag;
- to cooperate in any other way with all reasonable measures that Natural Bag intends to take to protect its proprietary rights with regard to the products and which do not unreasonably hinder the counterparty in the normal course of its business.

If the counterparty does not fulfill its obligations or there is a well-founded fear that they will not fulfill their obligations, Natural Bag is entitled to remove or have removed from the counterparty or third parties who hold these products for the counterparty, the delivered products on which the aforementioned retention of title is applicable. The counterparty grants Natural Bag in advance the right to enter all those places where the Natural Bag products are located in order to be able to exercise the property rights of Natural Bag. In the event of the counterparty becoming bankrupt, counterparty is obliged to return to Natural Bag all the unpaid goods still present in his possession, without prejudice to Natural Bag's right to compensation. The risk for unpaid goods is entirely for the counterparty in respect of all damages, direct and / or indirect, which will be inflicted by the counterparty itself or by third parties.

Art 12. Warranty:

The counterparty guarantees Natural Bag to be entitled to reproduce and use all designs, images and texts supplied by or on behalf of the counterparty, and indemnifies Natural Bag against all third-party claims arising from trademarks and / or copyrights relating to these designs, images and texts or other rights of third parties, as a result of the use of data provided to Natural Bag by or on behalf of the counterparty. With due observance of the limitations stated in these general conditions, Natural Bag guarantees the soundness of the delivered goods, provided that all instructions with regard to the use of these items have been strictly followed. In case Natural Bag is not the manufacturer of the delivered goods, the liability of Natural Bag is limited to the liability as accepted by the supplier / manufacturer of those goods. Natural Bag is not obliged to provide any guarantee if the counterparty does not, not fully or not timely comply with its obligations under this agreement or from any other agreement with Natural Bag.

Art 13. Attributable shortcoming:

If the counterparty fails attributable in fulfillment of its obligations towards Natural Bag, as well as in the event of bankruptcy, suspension of payment or liquidation of its business, Natural bag shall be entitled without any notice of default and

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without judicial intervention to suspend the execution of the agreement or dissolve all or part of it, at the option of Natural Bag, without Natural Bag being obliged to pay any compensation and without prejudice to the right to full compensation of Natural Bag.

Art 14. Transport:

The costs of transport are at the expense of the counterparty. From the moment at which the sold goods or a part thereof are loaded for delivery, the counterparty bears the risk for all direct and indirect damage, which may arise on or through these items for the counterparty or third parties. Additional transport costs, caused by either fast or express delivery, or at the request of the counterparty in other than usual manner, are at the expense of the counterparty.

Art 15. Prices:

Quoted or agreed prices are in Euros and exclusive of VAT. Upon acceptance of the order Natural Bag is with due abidance of any existing legal regulations entitled to increase the agreed price, if after the date of the start of the agreement, raw materials, tools, the prices of parts which Natural Bag purchases from third parties, wages salaries, social security charges, taxes, duties or fees, transport, etc., even if these are the result of currency changes, as well as in the case of the introduction of new or the increase of existing government levies and taxes, regardless of the fact whether or not the cost price increase was foreseeable at the time of the offer or confirmation.

In the case of special production over or under delivery deviations of up to 10% must be considered normal. In case of surplus production within the set limit, Natural Bag is entitled to charge the excess amount. This deviation in delivery will be 20% for orders of 10,000 pieces or less. Per order is meant one batch in one size and quality. Invoicing takes place on the basis of the quantity actually delivered. The quantities delivered are listed on the delivery document. If the counterparty does not notify Natural Bag in writing of any objection to the delivery document within 24 hours at the latest, the quantity stated on the delivery document is deemed to correctly represent the delivered goods.

Art 16. Expiration of claims:

Claims, for which Natural Bag is held liable, will expire, in deviation from the statutory limitation periods, if the counterparty fails to submit Natural Bag in court within 6 months after Natural Bag has been admonished and declared in default in writing.

Art 17. Partial nullity:

If any provision of these terms and conditions is declared void or non-binding, or is annulled, the remaining provisions of these general terms and conditions will nevertheless remain in force as well as the underlying agreement. In addition the parties shall convert the said provision into a valid stipulation with as much as possible the same scope as the original clause.

Art 18. Disputes:

Dutch law is exclusively applicable to all offers, order confirmations and agreements to which these General Terms and Conditions apply. The applicability of the Vienna Sales Convention (CISG) is excluded. Any dispute between the counterparty and Natural Bag will be submitted to the competent judge in the district of 's-Hertogenbosch, unless Natural Bag prefers to submit the dispute to the competent court of the counterparty's place of business. Parties will only then appeal to the courts after they have made utmost efforts to settle a dispute in mutual consultation.

Art 19. Terms and Conditions:

Natural Bag deposits its General Terms and Conditions at the Chamber of Commerce in 's-Hertogenbosch, The Netherlands. Natural Bag reserves the right to change or supplement these conditions. Applicable is always the last deposited version or the version that applied at the time of the establishment of the legal relationship with Natural Bag. If the counterparty does not want to accept a change in these conditions, it can dissolve the agreement as of the date on which the new conditions take effect. This does not affect the other obligations arising from the agreement.