

SALES AGREEMENT - GENERAL TERMS AND CONDITIONS

Article 1 – Definitions

Capitalized terms used in these General Terms and Conditions shall have the meaning set forth in this Article 1 and in the Order Confirmation.

Seller means Dispack-Projects NV, a company incorporated and existing under the laws of Belgium, with its registered office at Admiraalhof 24, 9070 Destelbergen, Belgium and registered with the Crossroads Bank for Enterprises under company number 0809.087.193;

Buyer means the legal entity whose coordinates are indicated on the Order Confirmation, as defined below;

Agreement means the agreement governing the sale of the Products by the Seller to the Buyer and consisting of the following signed documents: Order Confirmation, the present General Terms and Conditions, the Product Technical Specifications and the Handling and Safety Instructions;

Order Confirmation means the document stipulating the specific conditions of this Agreement;

Call-Off Confirmation means the document stipulating the quantities and the delivery date of Products to be delivered at a given moment under the Agreement;

Products mean the One-Way Dolium® kegs to be delivered by the Seller to the Buyer as further specified in the Order Confirmation;

Effective Date means the date at which the Agreement shall enter into effect. Unless otherwise provided in the Order Confirmation, it shall correspond to the date of issuance of the Order Confirmation by the Seller pursuant to the procedure provided in Article 3 below.

Article 2 – Applicable terms and conditions

Unless otherwise agreed in the signed Order Confirmation, only the present General Terms and Conditions are applicable to the Agreement, to the exclusion of all specific conditions or general terms and conditions of the Buyer.

In case of conflict between the Order Confirmation and the present General Terms and Conditions, the provisions of the Order Confirmation shall prevail.

Article 3 - Offers – purchase order - Order Confirmation

The offers of the Seller are valid for a maximum period of 30 calendar days. The Seller has the right to modify the price and the other conditions of the offer and all the offers of the Seller are without engagement until (i) the receipt by the Seller of a purchase order duly executed by the Buyer and (ii) the issuance of the Order Confirmation by the Seller.

Article 4 – Call-off's – Call-Off Confirmation

Any supply of the Products is subject to the prior receipt by the Seller of a written call-off for the Products.

The Seller shall confirm acceptance of the call-off as soon as possible mentioning quantities and delivery date of the Products. The Seller shall inform the Buyer within 5 working days starting from the day after reception of the call-off, in writing via facsimile or email, if the Seller cannot accept the call-off.

Article 5 – Price and payment

5.1. **Price:** Unless expressly specified otherwise in the Order Confirmation, all the prices under this Agreement are drawn up and payable in EURO (€) and are VAT, delivery, carriage and insurance costs excluded in accordance with Seller's standard Incoterms stipulated in Article 10 below

5.2. **Price adjustment:** Prices contained in the signed Order Confirmation shall not be adjusted except in order to reflect the impact on the Product costs of any variation of the resin costs as published in the monthly ICISLOR publications. The definite price of the Product shall be indicated by the Seller in the Call-Off Confirmation based on the ICISLOR index applicable to the previous month. The price adjustments, if any, shall only apply to call-off's not yet confirmed.

5.3. **Taxes:** Unless expressly specified otherwise in the Order Confirmation, the Buyer shall pay, where applicable, all duties, taxes and other charges, as well as the costs of carrying out customs formalities payable upon export.

5.4. **Invoicing:** Unless expressly specified otherwise in the Order Confirmation, the Seller shall invoice the Buyer upon each delivery.

5.5. **Payment term:** Unless expressly specified otherwise in the Order Confirmation, all invoices of the Seller must be paid at the registered office of the Seller within 10 business days of the date of the invoice. The Buyer shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount or otherwise.

5.6. **Acceptance of invoices:** All the invoices of the Seller are considered as definitely accepted by the Buyer if they are not contested by express written notice and by registered mail within 8 business days from the date of the invoice.

5.7. **Interests:** If the invoices of the Seller are not paid integrally by the Buyer at the latest at the date mentioned in Article 5.5., an interest is automatically due by the Buyer, without written notice, on the sums which are due. This interest is calculated in compliance with art. 5 of the Law of 2 august 2002 regarding the fight against late payments in commercial transactions with a minimum of 6%.

The Buyer will in any case have to reimburse to the Seller all the recovery costs, including legal costs, if any. In case of default or in case of overdue payment, the Seller has the right to suspend the completion of its own obligations until the moment of the full payment by the Buyer of all the sums which are due, interests and eventual indemnities included. In addition, Seller shall have the faculty to suspend the execution of all other Agreements with the Buyer until full payment of the amounts due.

Article 6 – Duty of inspection and verification of conformity

6.1. The Buyer must carefully and completely inspect every delivery and verify the conformity of the delivered Products with the Product Technical Specifications, which are part of the Agreement.

6.2. All complaints about the conformity of the Products, their packaging or about the completion of the Agreement by the Seller which are apparent on delivery, must be mentioned in writing on the delivery note, the invoice or the transport documents and confirmed by registered mail within five (5) business days from the date of delivery. All complaints relating to elements not apparent on delivery must be notified in writing by registered mail within eight (8) business days from the date of delivery. The Buyer agrees that any complaint not reported as mentioned in this Article will not be taken into consideration and that all complaints must be motivated and accompanied with a sample of the defective Product. The Buyer has no right to suspend the payments during the examination of a complaint. If no complaint is reported within eight (8) business days from the date of delivery, the Products delivered are deemed accepted.

Article 7 – Term and Termination

7.1. This Agreement remains in effect from the Effective Date until the delivery of all Products, or the end date mentioned in the Order Confirmation, whatever date is earlier.

7.2. In the event that at the end date mentioned in the Order Confirmation, not all Products have been called-off, a penalty of 10% on the purchase price of the outstanding Products will be charged to Buyer. In case a new Agreement is concluded up to 2 months later for an amount of Products at least equivalent to the outstanding quantity and 50% of the Products purchased under the previous Agreement, the amount of the penalty shall be deducted from the invoice(s) issued as a result of deliveries performed under such new Agreement.

7.2. Without prejudice to any other rights or remedies available under the applicable law or the Agreement, the Seller has the right, at any time, to terminate the Agreement with immediate effect by written notice and without further formality upon a material breach by the Buyer in the performance of the provisions of the Agreement, provided such breach – if capable of remedy - is not cured within 15 calendar days following receipt by the Buyer of a written notice from the Seller to remedy such breach.

7.3. Without prejudice to any other rights or remedies available under the applicable law or the Agreement, the Seller has the right to terminate the Agreement with immediate effect and without further formality, and without any indemnity becoming due to the Buyer, if:

(i) the Buyer becomes insolvent, bankrupt, files or has filed against it a petition in bankruptcy, makes a proposal in relation to its insolvency under any bankruptcy legislation, ceases to carry on all or a substantial part of its business, makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they mature,

(ii) or there is a direct or indirect change of control of the Buyer or the Buyer transfers all or substantially all its assets to a third party in any manner (including by merger, split, transfer or contribution of universality or branch of activity). For the purposes of this clause, the term "control" has the meaning given to it under the Belgian Companies Code. The Buyer shall immediately give written notice to the Seller identifying the nature of any change of control.

7.4. The Buyer shall pay for any Products actually delivered to the date of the termination.

7.5. Parties agree that the following Articles of these General Terms and Conditions shall survive the termination or expiration of this Agreement until they are satisfied or by their nature expire: 9, 11, 12, 13, 14 and 20.

Article 8 – Delivery terms

The Order Confirmation shall contain a previously agreed binding forecast of Products to be called-off during any given month of the Term. Such forecast shall cover at least 80% of the Products purchased under the Agreement. The lead time for delivery will be 4 weeks from the date of the call-off for Products called-off in accordance with the monthly binding forecast and 6 weeks for Products called-off in addition to the monthly forecasts. Such lead time is indicative only. The scheduled delivery date will be specified by the Seller in the Call-Off Confirmation within the limits of available stocks and/or forecasting (hereafter "**Scheduled Delivery Date**"). Seller shall deliver the ordered Products on the Scheduled Delivery Date, subject to payment by the Buyer of the Seller's outstanding invoices in relation to previous deliveries.

Unless expressly specified otherwise in the Order Confirmation, the Buyer shall pay any costs incurred by failing to take delivery of the Products when they have been placed at its disposal.

Seller shall promptly advise the Buyer of any delay or anticipated delay in delivery or performance and will use its best efforts to meet the Scheduled Delivery Date or minimize the lateness of deliveries. In the event of a delivery delay of more than three (3) weeks from the Scheduled Delivery Date which is not caused by Force Majeure, a penalty of 1% on the Purchase Price of the undelivered Products shall be due to the Buyer per week of additional delay during maximum 5 weeks without prejudice to Seller's right to perform partial deliveries and subject to the fulfillment by the Buyer of its obligations and payments towards the Seller. Such penalty shall be Seller's only liability and the Buyer's sole remedy. No other indemnity shall become due to the Buyer in this respect. Without prejudice to the foregoing and except in case the delay is caused by Force Majeure, the Buyer may cancel the Call-off affected by the late delivery in whole or in part if the late delivery has not been cured within 8 weeks from the Scheduled Delivery Date.

Article 9 – Liability – Use of the Products – Handling & Safety

9.1. If, further to a complaint reported as specified under Article 6, it is confirmed that the delivered Products do not comply with the contractual specifications, the Seller's only liability will be to replace the defective Products with identical or similar products or to issue a credit note for the value of the defective Products, without any indemnity becoming due to the Buyer.

9.2. The aggregate liability of the Seller under this Agreement is in any case limited to the loss or damages covered by the Seller's insurance. The Buyer is obliged to limit the loss or damage as much as possible. The Seller is not liable for indirect or consequential damages.

9.3. The Seller does not guarantee the compatibility of the Products with the intended use by the Buyer, except for the uses specified in the Product Technical Specifications. The control of such compatibility lies exclusively with the Buyer. The Products are provided "as is" without guarantee of fitness for a particular purpose except for the uses specified in the Product Technical Specifications. Seller's warranty as to the Products' compliance with legal or regularity requirements is limited to the extent foreseen in the Product Technical Specifications. No warranty is given with regard to compliance with other legal or regulatory requirements unless such

compliance was analyzed and expressly confirmed by Seller in writing upon the Buyer's specific request.

9.4. The Seller disclaims any and all liability with respect to any third party's claim of intellectual or industrial property infringement resulting from the combination or association of the Products with other products.

9.5. The Seller disclaims any and all liability in the following cases:

- the Products were used for a purpose not explicitly mentioned in the Product Technical Specifications;
- the Products were not used in accordance with Seller's Handling & Safety Instructions attached to the Agreement. The Buyer expressly warrants that it will ensure proper transmission of such Handling & Safety Instructions to the Product's end-users.
- the Products were not warehoused in appropriate conditions, in conformity with the Handling & Safety Instructions and applicable legislation;
- the Products were used in combination or association with other products not foreseen in the Product Technical Specifications;
- the Products were repaired, maintained or reused in violation of the Product Technical Specifications and/or Handling & Safety Instructions;
- the Products were concerned by a request for recall and such request was not complied with.

Article 10 – Transfer of risks

Unless stipulated otherwise in the signed Order Confirmation, the delivery of the Products shall be made Ex Works EXW (Rostockweg 21, (Dock 312A), 2030 Antwerp, Belgium) (ICC Incoterm 2010). Accordingly, the transfer of risks occurs when the Products are at the disposal of the Buyer at Seller's aforementioned place of delivery and the Buyer bears all costs and risks involved in loading the goods on any collecting vehicle.

Article 11 - Retention of title

The Products sold by the Seller to the Buyer remain the full ownership of the Seller until full payment by the Buyer of all sums due to the Seller, interests and eventual indemnities included.

Article 12 – Recall of the Products

Without prejudice to the liability provisions contained in Article 9 of the present General Terms and Conditions, the Seller has the right to recall the Products sold under the Agreement by written notice to the Buyer. Upon receipt of the written notice of the Seller, the Buyer must immediately stop the use or commercialization of the recalled Products. The Seller is responsible for the transport of the recalled Products.

Article 13 - Rights.

No license of any rights under any patent, copyright, trade secret, trademark or any other intellectual or industrial property right is granted under this Agreement, except to the extent necessary for the purpose of this Agreement.

The Buyer shall not register or apply for any patent, copyright or other intellectual or industrial property right based on the Seller's confidential information or derived there from.

Article 14 - Protection of Confidential Information.

14.1. **Confidential Information:** For the purpose of this Agreement, each item of information, data and experience disclosed directly or indirectly by the disclosing Party, its corporate affiliates and/or majority-owned subsidiaries ("**Discloser**") to the receiving Party, its corporate affiliates and/or majority-owned subsidiaries ("**Recipient**") shall be considered Confidential Information unless the disclosing Party has confirmed in writing its non-confidential character. With regard to the Seller, such Confidential Information includes, but is not limited to drawings, descriptions and technical documents supplied by the Seller in relation to the Products ("**Confidential Information**").

14.2. **Protection of Confidential Information:** The Recipient hereby acknowledges that the Discloser's Confidential Information remains the sole and exclusive property of the Discloser, shall be held in confidence by the Recipient and can be used by Recipient only for the purposes of this Agreement. Recipient shall not copy or reverse engineer any such Confidential Information received from the Discloser, except as required for the purpose of this Agreement. Recipient may only disclose Confidential Information to those of Recipient's directors, officers, employees, agents, subcontractors,

consultants or other professional advisors ("**Representatives**") who need to know such information for their work in connection with the purpose of this Agreement and who have undertaken, by employment agreement and/or by the signing of a confidentiality agreement with Recipient requiring the Representative not to disclose Confidential Information, to comply with the obligations undertaken by Recipient under this Agreement. Recipient shall be liable for any and all breaches of confidentiality by any of its Representatives.

If the Recipient learns of an actual or potential unauthorized use or disclosure of the Discloser's Confidential Information, the Recipient will promptly notify the Discloser thereof and, at the Discloser's request, provide reasonable assistance to recover the Confidential Information.

14.3. Exclusions: This Agreement imposes no obligation upon Recipient with respect to any Confidential Information that Recipient can prove: (i) is publicly known at the time of disclosure or becomes publicly available after disclosure through no wrongful act of Recipient; (ii) was lawfully obtained by Recipient from a third party without any obligation to maintain the Confidential Information as proprietary or confidential; (iii) was previously known to Recipient without any obligation to keep it confidential; or (v) must be disclosed in order to comply with applicable law or regulation or with the rules of a stock exchange on which it is listed, in each case to the extent of the required disclosure and in no other respect, provided that Recipient uses all legal means available to minimize disclosure, notifies Discloser in writing at least ten (10) days prior to the requested disclosure and assists Discloser in its efforts to maintain the confidentiality of the Confidential Information.

14.4. Return of Confidential Information: Upon termination of this Agreement, all documents and other media containing or representing Confidential Information and all copies thereof that are in possession of Recipient shall be promptly destroyed or returned to Discloser upon request by Discloser and Recipient shall provide written certification of compliance with such request.

Article 15 – Force majeure

Force Majeure shall mean any event impairing or preventing performance of obligations under the Agreement which is beyond the reasonable control of the party affected thereby, and which such party could not prevent or overcome with reasonable diligence and foresight, such as acts of war, riots, fire, external strikes, flood, earthquake, or other physical disaster, government directions, acts of God and similar events. Any failure of performance of its obligations by the Seller shall not constitute a default by the Seller, or give rise to any claim for damages against it, if, and to the extent that, such failure of performance is caused by Force Majeure. If the Seller is affected by Force Majeure, it will notify in writing to the Buyer without delay on the detection of the impediment constituting Force Majeure and its effects. In such case, the Parties shall immediately consult with each other in order to find an equitable solution. If the conditions of Force Majeure persist for a period of more than 3 months after above-mentioned notice and the Parties have been unable to find an equitable solution, the Buyer may terminate the Agreement by written notice to the Seller without any indemnity becoming due by Seller.

Article 16 – Divisibility

If any provision of the Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision shall be deemed not to form part of the Agreement, and the legality, validity or enforceability of the remainder of the Agreement shall not be affected. Each party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.

Article 17 - Assignment

The Buyer shall not assign or transfer any of its rights or obligations under the Agreement, either in whole or in part, to any third party without the prior written consent of the Seller. Any such assignment or transfer without the prior written consent of the Seller shall be deemed null and void. The Seller is entitled to assign or transfer the Agreement, in whole or in part, to any other company of the group of companies to which it belongs or in connection with the sale, transfer, merger, consolidation, or any other disposition of all or substantially all of its assets or business upon giving formal written

notice thereof to the Buyer, provided such transfer or assignment does not adversely affect the Buyer's rights.

Article 18 - Titles

The titles of the articles in the Agreement are indicative and cannot be used to interpret the provisions of the Agreement.

Article 19 - Miscellaneous.

19.1. Entire Agreement - Amendments. This Agreement contains the entire agreement of the Parties hereto with regard to the object to which it refers and contains everything the Parties have negotiated and agreed upon within the framework of this Agreement. It replaces and annuls any agreement, communication, offer, proposal, or correspondence, oral or written, previously exchanged or concluded between the Parties and referring to the same object. No amendment or modification of this Agreement shall take effect unless it is in writing and is executed by duly authorized representatives of the Parties.

19.2. Nature of relationship between the Parties - Independent Contractors. None of the provisions of this Agreement can be interpreted as indicating consent by the Parties to form a partnership, joint venture or other association between the parties, nor shall one Party be considered the agent or employee of the other. Each Party acknowledges that it has not been, is not and shall not be entitled to legally represent or bind the other Party, such as, for instance, by entering into agreements or understandings or by accepting or assuming other rights and obligations on behalf of the other Party.

19.3. Notices: Any notice with reference to this Agreement shall be validly made with respect to each of the Parties when a registered letter is sent by mail or by delivery with acknowledgment of receipt to the addresses listed in this Agreement or to any other address subsequently notified. Any change of address must be notified by registered letter, the new address being considered the official address for purposes of this Agreement from the third business day following the sending of such notice letter.

18.4. Waiver. Any failure or delay by either Party in exercising any right under this Agreement, in whole or in part, or any reaction or absence of reaction by either Party in the event of violation by the other Party of one or more provisions of this Agreement shall not operate or be interpreted as a waiver (whether express or implied, in whole or in part) of any of its rights under this Agreement or under said provision(s), nor shall it preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

Article 20 – Applicable law and jurisdiction

The Agreement shall be governed by, and construed in accordance with, the laws of Belgium, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute concerning the validity, interpretation, enforcement, performance or termination of the Agreement shall be submitted to the exclusive jurisdiction of the courts of Brussels.