VAASSEN FLEXIBLE PACKAGING BV (RV)
GENERAL TERMS AND CONDITIONS OF SALE

Registered with the Chamber of Commerce and Factories for Oost Nederland in Enschede/NL

Art. 1 Definitions

Agreement means any agreement between RV and the Customer relating to the supply of Goods or the provision of Services, including, but not limited to, the performance of (ancillary) work;
Article means an article of these GTCS;
Customer means the contracting person or entity and/or any of its affiliates, as the case may be;
Goods means all products or goods (including equipment, machinery, materials, consumables) as specified in the Offer and/or Agreement;
GTCS means these general terms and conditions of sale;
Offer means any offer, proposal or communication made by RV with a view to entering into Agreement with the Customer, irrespective of the form in which it is made, including, but not limited to, price quotations, estimates and proposals;
Order means a written order issued by the Customer to RV, evidencing the Customer's unambiguous commitment to purchase a specified quantity of Goods and/or to procure specified Services;
Party or Parties means RV and/or the Customer each individually or collectively, as the case may be;
Services means all services or activities performed by RV for the Customer, as specified in any Offer and/or Agreement, not being the supply of Goods;
Specifications means the specifications and requirements for the manufacturing, packaging, production, delivery, supply or performance of the Products and/or Services, as specified in any Offer and/or Agreement;
RV means Vaassen Flexible Packaging B.V. and/or any of its affiliates, as the case may be.

Art. 2. Applicability; amendments

2.1 These GTCS are applicable to all Offers and Agreements, relating to the supply of Goods and/or the provision of Services by RV to the Customer.

2.2 The applicability of the Customers general terms and conditions of purchase, or any other provisions or conditions on the Customer's Order, however named, is hereby explicitly rejected.

2.3 If any provision of these GTCS is found to be void, invalid or unenforceable, the remaining provisions shall remain in full force and effect. In such event, the Parties shall consult with one another in order to agree upon new legally valid provisions to replace the void, invalid or unenforceable provisions, taking into account, as far as possible, the purpose and intent of the provisions being replaced.

2.4 Any Offer and/or Agreement may be amended only if the amendment is recorded in writing and signed by authorized representatives from each Party. For the purposes of these GTCS, the term "in writing" shall also include communication by email.

2.5 An Agreement between RV and the Customer shall be concluded only upon RV's written confirmation of the Order or upon RV commencing performance thereof. This is an agreement as to burden of proof (*bewijsovereenkomst*).

2.6 In event of any conflict between the provisions of these GTCS and the Agreement, the Agreement shall prevail.

Art. 3. Offers

3.1 All Offers are without commitment and valid for thirty (30) days. All prices stated in an Offer and/or Agreement are exclusive of VAT and other government-imposed levies and any costs to be incurred in connection with the Offer and/or Agreement, unless expressly stated otherwise.

3.2 When an Offer is requested and is not followed by an Order, the cost of calculating the Offer can be invoiced if this has been agreed between Parties in advance in writing.

3.3 In the case of a composite Offer, there is no obligation to deliver a part of the Order at part of the price quoted for the whole.

3.4 When designs, text, data and the like, have been submitted only for part of a job, RV is not committed to the price quoted for the full job if work relating to the part that was not documented entails more effort than the work relating to the documented part.

Art. 4. Specifications; alteration of the Order

4.1 Specifications must be received by RV within five (5) working days of confirmation of the Order by RV, unless agreed otherwise in writing.

4.2 If the Specifications have not been received within the term referred to in Article 4.1, RV shall be entitled to cancel the Order from the Customer wholly or partly, without intervention of court. RV shall not be required to give the Customer prior notice of default. The foregoing shall be without prejudice to RV's right to compensation.

4.3 Changes required by the Customer in the execution of an Order after it has been issued, must be notified to RV in writing within 5 (five) working days.

4.4 If changes made by the Customer to an Order issued lead to RV exceeding the agreed delivery period, this is at the Customer's risk.

Art. 5. Property of the Customer

5.1 RV is expected to exercise the same care as he would for its own property for property that is made available to RV by or on behalf of the Customer, for example for storage and use, processing and conversion.

5.2 The Customer always bears the risk for such property as referred to in Article 5.1, except for cases of damage or destruction due to intent or gross negligence on the part of RV or its subordinates. Where the Customer wants that risk covered, the Customer should take out insurance himself and at its own expense.

Art. 6. Transfer of risk; shipment and transport risk; delivery

6.1 The specific delivery terms shall be agreed between RV and the Customer for each individual Agreement. All terms of delivery agreed upon apply in accordance with the latest edition of the Incoterms.

6.2 Acceptance of Goods by the carrier without comment on the waybill or the receipt, is taken as evidence that packaging was in good condition.

6.3 If on the basis of the applicable Incoterm delivery is made at site, whoever is present on the Customer's premises at the time of delivery and receives the Goods is deemed to have the authority to do so; for that reason, the Customer cannot invoke the lack of its authority against RV. If the means of transport for the transportation of the sold material is provided by the Customer, the Customer is responsible for its soundness and will indemnify RV for all claims in this regard by third parties.

6.4 If based on the applicable Incoterm, transport of the Goods sold has been insured by RV on behalf of the Customer, the Customer shall notify RV immediately of any damage to these Goods, without prejudice to the Customer's obligation to hold the carrier liable for the damage forthwith.

Art. 7. Delivery period; delivery date; acceptance

7.1 The delivery period or date agreed does not define statutory default, unless explicitly agreed otherwise. Where delivery is not as agreed, the Customer should give RV written notice of default.

7.2 An Agreement cannot be terminated by the Customer if its delivery term is exceeded, unless RV also fails to deliver within the additional reasonable period for delivery specified in writing pursuant to Article 7.1. Termination as referred to in this Article 7.2, is only then permitted, if the Customer cannot reasonably be expected to keep its part of the Agreement.

7.3 The Customer is required to take delivery as soon as the Goods are ready. If the Customer refuses to take delivery or fails to provide the information or instructions required for delivery, the Customer shall be in default without any notice of default being required and the Goods will be stored by RV at the Customer's expense and risk. The Customer will then bear all additional costs, including, but not limited to, the costs of storage and transport.

7.4 RV shall be entitled to deliver the Goods in instalments. In this event, RV shall be entitled to invoice each instalment separately, unless the partial delivery has no independent value.

7.5 If the Customer does not take partial delivery within the period set out in the Agreement, RV, at its discretion, is entitled either to deliver the remainder and to invoice in the usual way, or to cancel the remainder of the Order where this is yet to be produced, without prejudice to its right to compensation under Article 8. RV is also entitled to compensation if the Customer has not taken the total quantity within six months of delivery of the first consignment for an Order to be supplied in instalments.

Art. 8. Cancellation

If the Customer cancels an accepted Order wholly or in part, the Customer shall compensate RV for all costs incurred or to be incurred for the execution of that Order (including, but not limited to, the cost of preparation, production, storage and provisions). In such event, the Customer shall also be obliged to pay for all materials intended for the execution of the Order, at the prices specified in RV's estimate, without prejudice to RV's right to compensation for, including, but not limited to, lost profits, damages, costs and interest, arising from cancellation of an accepted Order.

Art. 9. Payment

9.1 Unless otherwise agreed in writing, payment shall be effected within thirty (30) days of the date of the invoice, to the specified bank account of RV.

9.2 The Customer shall not be entitled to invoke any right of suspension and/or set off.

9.3 RV may at all times require security, for payment either in the form of a letter of credit (L/C) or otherwise and may suspend work on the Order if such security is not given.

9.4 If the Customer takes a longer credit period than thirty (30) days following the date of the invoice, interest is due to RV on the amount of the invoice as from the payment due date. This interest for each month (or fraction of a month) is equal to one twelfth of the legal annual interest provided for in art. 6:120 of the Dutch Civil Code. If in accordance with this Article 9.4, RV invoices a credit limitation supplement, the aforesaid interest is due as from thirty-one (31) days following the date of invoicing.

9.5 For Orders requiring a long manufacturing time, RV may demand payment by instalments during execution if the amounts and the periods have been agreed beforehand.

9.6 If payment per L/C has been agreed upon, this should be an irrevocable, confirmed L/C, subjected to the latest version of the "Uniform Customs and Practice for Documentary Credits".

Art. 10. Retention of title

10.1 The Goods delivered by RV remain the property of RV, until the Customer has fulfilled all obligations below arising from all Agreements concluded with RV:
- the consideration(s) with respect to the Good(s) supplied or to be supplied;
- the consideration(s) with respect to the Services performed or to be performed by RV pursuant to the Agreement(s);
- claims, if any, due to non-fulfilment of (an) Agreement(s) by the Customer.

The Goods delivered by RV that are covered by the retention of title pursuant to this paragraph, may only be resold within the ordinary course of business. In the event of bankruptcy or suspension of payments of the Customer, resale in the ordinary course of business shall also not be permitted. Furthermore, the Customer shall not be entitled to pledge the Goods or grant any other security interest of encumbrance over them.

10.2 After RV has repossessed the Goods subject to retention of title from the Customer, the Customer shall be credited with an amount equal to the purchase price applicable on the date of repossession, but in no event exceeding the amount invoiced to the Customer. RV shall be entitled to deduct from such credit any reduction in value due to, for example, damage or obsolescence, as well as any costs incurred by RV.

10.3 If any third party intends to create or assert any right in respect of the Goods subject to retention of title, the Customer shall promptly notify RV thereof.

10.4 The Customer is obliged to store the Goods delivered under retention of title carefully and recognizable as being the property of RV. In case of credit sale, the Customer is obliged to insist on a retention of title from its buyers as stipulated in this Article 10.

10.5 The Customer is obliged not to assign or pledge claims, which it acquires towards its buyers to third parties without RV's prior written consent.

10.6 The Customer is obliged to collaborate on assigning the Customer's claims to third parties to RV, or to collaborate on establishing non-possessory/undisclosed pledges, at RV's first request in a way desired by RV, as an additional security for RV's claims to the Customer.

Art. 11. Default; cash collection; rescission

11.1 If the Customer fails to fulfil its obligations under the Agreement, or if there are any reasonable grounds to fear that the Customer will fail to do so, RV shall be entitled to remove the Goods delivered under retention of title from the possession of the Customer or from third parties holding the Goods on behalf of the Customer. The Customer shall be obliged to provide all cooperation in this respect, on penalty of a fine of 10% of the amount owed by the Customer per day.

11.2 If the Customer does not meet an obligation under the Agreement, RV may legally rescind the

Agreement without prejudice to RV's right to compensation of the costs, damage, lost profit and interests.

11.3 If the Customer is in default or fails to meet one or more of its obligations under the Agreement, all reasonable expenditure to obtain settlement out of court will be charged to the Customer. The minimum amount chargeable to the Customer will be:

15% for the first EUR 3,000
10% for the part between EUR 3,000 and 6,000
8% for the part between EUR 6,000 and 15,000
5% for the part between EUR 15,000 and 60,000
3% for the part in excess of EUR 60,000

If RV shows that RV's expenditure was greater, while in reason necessary, such expenditure will be claimable.

Art. 12. Force majeure

12.1 RV is not liable for default that cannot be blamed on him or for which he is not liable under statute law, the contract or established trade practices.

12.2 Force majeure shall mean circumstances that prevent the performance of an obligation and that cannot be attributed to RV. Force majeure includes war or threat of war, regardless of whether the Netherlands is directly involved or not, natural disasters, terrorism, riots, labour issues, government actions, epidemic or pandemic, quarantine restrictions, fire or other forms of destruction at factories or warehouses and lockouts or Internet disruptions, military mobilisation, flooding, stagnation or limitation of supplies by public utilities, shortage of coal, gas, petroleum products or other energy sources, machine breakage and other accidents, industrial action limiting production, failure by third parties to supply materials and semi-finished goods, and other unexpected conditions including those in the country of origin of materials and semi-finished product, which disrupt normal business and delay or prevent the execution of an Order.

12.3 If execution of a contract is delayed by force majeure for more than three (3) months, each of the Parties to the contract may legally rescind the contract without RV being liable for any compensation of damage which the Customer or a third party may have incurred.

12.4 RV may also invoke force majeure when the conditions impeding implementation of the contract arise after RV should have fulfilled its obligations.

12.5 If at the time of occurrence of force majeure, RV has partially fulfilled its obligations or can only partly fulfil its obligations, RV may separately invoice the part supplied or to be supplied and the Customer is then required to settle that invoice as for a separate contract. This does not apply if the part supplied or to be supplied has no intrinsic value.

Art. 13. Termination

13.1 Upon the occurrence of any one or more of the following events, in addition to all other rights and remedies RV may have, and without liability, RV, at its sole discretion, may elect to terminate any Agreement, effective upon delivery of a written notice to the Customer:
- the Customer fails to pay any amount when due under the Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of non-payment;
- the Customer has not otherwise performed or complied with any of the provisions in the Agreement or these GTCS, in whole or in part, and such failure is not cured by the Customer within thirty (30) days after written notice of such failure to comply is delivered to the Customer;
- the Customer dies, becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors;
- RV reasonably anticipates a repudiation or breach by the Customer of any of its obligations under the Offer and/or Agreement, and the Customer fails to provide adequate assurances that are reasonably acceptable to RV;
- RV has requested the Customer upon entering into the Agreement, to provide security for the fulfilment of its obligations under the Agreement and such security is not provided or is, in the reasonable opinion of RV, insufficient; or
- circumstances arise which render performance of the Agreement impossible or so burdensome and/or disproportionately costly that continued performance can no longer reasonably be required of RV.

13.2 In the circumstances referred to in Article 13.1, RV shall also be entitled to suspend the further performance of the Agreement and/or Offer.

Art. 14. Prices

14.1 The Customer shall purchase the Goods and/or Services from RV at the prices set forth in RV's Offer. RV has the right to change prices, unless otherwise agreed in writing, If the increase is more than 10%, the Customer may rescind the Agreement by a statement in writing, unless RV is prepared to deliver the Order wholly or in part at the originally agreed price. If a price increase results from any statutory provision or other governmental measure, RV shall be entitled to pass such price increase on to the Customer, even if a fixed price has been agreed, without the Customer being entitled to terminate or dissolve the Agreement on that basis. RV shall inform the Customer of any interim price adjustments, and such adjusted prices shall apply with effect from the date of such notification.

14.2 Prices are always exclusive of VAT (*BTW*).

Art. 15. Packaging

15.1 RV ensures satisfactory packaging of Goods according to standard trade practice.

15.2 Sheets and rolls are supplied gross for net, by which is to be understood solely the weight of the product to be supplied including container and initial packaging. If, however, the Customer has special packaging requirements, for example metal cases, or if the Customer deems it necessary to use special packaging, these will be charged separately. The special packaging is paid for, if so agreed, when it is returned undamaged, carriage paid, to RV, the full amount being payable if the return consignment takes place within three (3) months of the invoice date. The payment for this special packaging will be reduced by 10% for each month or part thereof by which the return consignment exceeds the period of three (3) months. There is no right to payment after six (6) months following the invoice date. Repair costs which prove necessary after the packaging has been returned will be deducted from the amount paid.

Art. 16. Tolerances

16.1 Quantity
RV is deemed to have fulfilled its obligations adequately if deviations in quantity do not exceed:
- 30% for quantities up to 500 kg net weight in one specification.
- 20% for quantities over 500 kg net weight in one specification.

16.2 Tolerances
The normal tolerances in quality, colour, paper, weight or appearance are permitted. The tolerance in the event of delivery based on size is ± 1-

1.5 mm. The tolerance in thickness and weight in grammes per m^2 is:
- ± 8% for products consisting solely of aluminium foil;
- ± 10% for laminated products. Whether a consignment exceeds these limits will be assessed on the basis of the average of the total number of rolls or sheets in a delivered batch. The tolerances apply per specification per delivery, even if the Customer has issued a contract Order for successive deliveries in one specification or total Order for different specifications. A guarantee can never be given, regardless of the use of designations such as light stable, pasteurization-resistant, sterilization-resistant or seal-resistant in the sales confirmation.

Art. 17. Inspection; testing

17.1 Goods that are ready but not yet delivered can be inspected by the Customer to establish their external characteristics. If special quality requirements have been agreed with the Customer, the material can be tested by the Customer before dispatch.

17.2 The Customer should notify RV of its desire to test or inspect the Goods as referred to in Article 17.1 when placing an Order. If such testing or inspection entails extra costs for RV, RV may charge them to the Customer, irrespective of whether or not the Customer has used the opportunity offered to him.

17.3 If the Customer has notified RV of its desire to test or inspect the Goods, but fails to do so within eight (8) working days on account of circumstances independent of the will of RV, RV is not obliged to accept complaints about defects discovered later which could have been discovered during the testing or inspection of the Goods.

Art. 18. Complaints; liability; indemnity

18.1 The Customer shall inspect, or cause to be inspected, the Goods upon delivery. In doing so, the Customer shall verify whether the Goods delivered conform to the Agreement, including whether: the Goods have been delivered; the delivered Goods correspond in quantity (for example, in number and volume) to what was agreed; the delivered Goods comply with the agreed quality requirements or, in absence thereof, with the requirements that may reasonably be expected for normal use and/or commercial purposes.

18.2 The Customer must report visible defects or shortages as described in Article 18.1 to RV within eight (8) working days of the receipt of Goods. Any right of the Customer against RV in respect of the visible defects or shortages lapses if the Customer does not report the defects or shortages to RV in writing within this period. Visible defects or shortages as referred to in this Article shall also include the defects and shortages that should reasonably have been discovered during the inspection referred to in Article 18.1.

18.3 The Customer must report non-visible defects or shortages to RV in writing within fourteen (14) working days after they have been discovered or should reasonably have been discovered. Any right of the Customer against RV in respect of such non-visible defects or shortages lapses if the Customer does not report them to RV in writing within this period, or if one (1) year has elapsed since delivery at the time of reporting.

18.4 Even if the Customer timely files a complaint, its obligation to pay for and accept the Goods remains in effect.

18.5 The notification of defects and shortages must contain as detailed a description as possible of the relevant defects and shortages, so as to enable RV to respond adequately. The Customer shall give RV the opportunity to investigate the complaint(s), including, but not limited to, granting or procuring access for RV to the Goods.

18.6 The Customer enables RV to replace unsatisfactory work by satisfactory work, unless the Customer has been able to demonstrate to the satisfaction of RV that the ensuring delay and/or cost of transport would cause considerable disadvantage for the Customer.

18.7 If RV has delivered Goods which deviate from the agreed quality and replaces them by Goods in accordance with this quality, the faulty Goods will be returned to RV at the expense and risk of the latter.

18.8 Goods may only be returned to RV with prior written consent of RV. The consent for returning the Goods does not imply recognition by RV of the validity of the claim or of its liability.

18.9 If part of a delivery is faulty, this does not justify refusal from the Customer to accept the entire consignment delivered.

18.10 RV's liability is limited to the damage suffered by the Customer as a direct and exclusive consequence of default on the part of RV.

18.11 RV's liability is limited to a maximum of the amount for which the insurer of RV provides cover in the relevant case. If, in any case, the insurer of RV does not provide cover, the liability of RV shall be limited to the amount of the invoice relating to the consignment from which the damage arises.

18.12 RV shall not be liable to the Customer for any losses or damages suffered or yet to be suffered by the Customer in the form of:
- indirect damage, including, without limitation, consequential damages, lost profit, missed savings and damage due to business interruption;
- damages that become apparent more than six (6) months after the damage-causing event attributable;
- damages caused by improper or careless use;
- damages resulting from use of the Goods for a purpose other than that for which they are intended;
- damages resulting from the failure to follow (or incorrect following of) instructions and directions provided by RV and/or the manufacturer of the Goods, insofar as this is evident from the manual accompanying the relevant Goods;
- damages resulting from RV having relied on incorrect information provided by the Customer;
- damages resulting from the incorrect storage of the Goods by the Customer;
- damages resulting from faults in the patterns or models, materials or information carriers furnished by the Customer or difficulties encountered in the utilisation, processing or conversion of what has been delivered by RV in accordance with the proof or proofs approved by the Customer;
- damages resulting from faults in film masters or similar material provided by the Customer for the printing of the uniform product code (UPC, EAN) or any similar code, nor for the difficulties or the consequences of difficulties, arising in the use of the printed code. Film masters provided by the Customer include print proofs compromising a uniform product code approved by the Customer.

18.13 The Customer shall indemnify RV against claims for compensation from third parties in connection with Goods and/or Services delivered by RV to the Customer, if and insofar as RV would not have been liable towards such third party or parties under the Agreement and these

GTCS, had such third party or parties been the Customer themselves.

18.14 Under no circumstances may the Customer make any claim against RV after the Goods delivered or part thereof have been used, processed or converted.

18.15 The limitations of liability contained in these GTCS shall not apply where the damage results from the intent or deliberate recklessness of RV or its managerial employees.

Art. 19. Printing; EAN symbol; migration

19.1 RV uses standard inks for printing. If the Customer has special requirements such as light-, alkali-, rub-resistance, etc., the Customer should specify this beforehand. Even if RV accepts these requirements, slight deviations in relation thereto may not give rise to refusal to accept the Goods and will not involve RV's liability.

19.2 RV only provides printer's proofs where the Customer explicitly asks for these or where RV deems this desirable.

19.3 Printer's proofs approved in writing by the Customer are binding and faults left uncorrected may not give rise to complaints.

19.4 The Customer and RV explicitly exclude RV's liability for the consequences of the (un)usability of the EAN bar code symbol or other code symbol applied at the request of the Customer to the Goods provided by RV and for the consequences of incorrect reading of such a code by the equipment used, except for imputable shortcomings in production.

19.5 In the absence of specific written instructions from the Customer, Orders are carried out with materials that are usual in the trade and by normal production methods. Under Dutch packaging regulations (*Verpakkingen- en Gebruiksartikelenbesluit, Warenwet*), RV is liable for the influence of packaging material on the packaged product and vice versa only if and to the extent that the Customer has apprised RV in writing and prior to the Order of the specific properties of the product, giving RV an opportunity to determine its position on these aspects.

Art. 20. Intellectual property; copyright; industrial property

20.1 By giving the Order to reproduce any object of intellectual property (copyright, industrial property), the Customer declares that there is no infringement of intellectual property of third parties.

20.2 RV reserves all intellectual and industrial property rights, including but not limited to copyrights, trademark rights, patent rights, database rights, design rights and tradename rights. Unless otherwise agreed in writing, the intellectual and industrial property rights shall vest in RV. This shall also apply to designs, sketches, drawings and other artwork including photographs, lithos, software, semi-finished products, packaging, labels, drawings, models, patterns, moulds and know-how and the like.

20.3 All documents produced by RV, including reports, opinions, designs, sketches, drawings, moulds, models, software and similar materials, shall remain the property of RV and are intended exclusively for the use by the Customer for the purposes of the Offer and/or Agreement. Such documents may not, without the prior written consent of RV, be amended, reproduced, published, exploited or disclosed to any third party.

20.4 Copyright is not included in the cost of designs.

Art. 21. Applicable right and disputes

These GTCS as well as Offers and/or Agreements are governed by and will be interpreted in accordance with Dutch law. The applicability of the United Nations Convention on Contract for the International Sale of Goods (CISG) is explicitly excluded. All disputes relating to these GTCS or an Offer and/or Agreement will be submitted exclusively to the competent court of Gelderland, the Netherlands, unless RV elects to bring the dispute before another competent court.

Art. 22. Special conditions

22.1 When Goods and/or Services are reordered, RV is obliged, if RV can no longer supply the Goods and/or Services at the old price, to inform the Customer before he implements the Order.

22.2 Materials or information carriers to be supplied by the Customer will meet the specifications given by RV.

22.3 The Customer only receives a printer's proof or a revision if the Customer has so requested. Every proof or revision is invoiced.

22.4 RV is not responsible for mistakes not corrected by or on behalf of the Customer in the proof furnished for printing or in the other materials provided. Without prejudice to Article 18.11 and Article 18.13 RV is liable for typesetting errors in smaller jobs where the Customer does not require a proof and has not received one, as well as for deviations from the original Order without prior notification to the Customer. RV is also liable for new faults caused by RV after the order to print.

22.5 Conservation of means of production.

a. All means of production such as graphic image carriers, repros, other information carriers and dies, are conserved only if written instructions are received in due course from the Customer. Storage is invoiced.
b. Conservation of means of production does not guarantee that they can be reused.

22.6 Ownership of means of production.

a. All means of production such as, but not limited to, blocks, stones, printing plates and cylinders, lithos, negatives, positives, diapositives, dies, information carriers, software and other graphic material belong to the equipment of the printing plant and are the property of RV, even if they have been invoiced.
b. The Customer cannot require such equipment to be handed over to the Customer, unless RV has previously agreed otherwise.
c. RV is not obliged to conserve such equipment.
d. Gravure etchings are removed from the cylinder after completion of the Order, unless an agreement has been reached for the conservation of the cylinder.
e. Clauses 22.6a and 22.6b do not apply to means of production supplied by the Customer. These remain the property of the Customer.
f. Where RV obtains means of production from a subcontractor, its relation to the subcontractor is one of Customer to RV, with all consequences thereof.

Art. 23. Legally valid language

In the event of any inconsistency between the English version of these GTCS and a translation thereof, the English version shall prevail.

Art. 24. Amendments

RV is entitled to make amendments to these GTCS. Such amendments shall become effective on the date specified by RV. RV shall notify the Customer of the amended GTCS in a timely manner. If no effective date is specified, the amendments shall become effective with respect to the Customer upon notification thereof to the Customer.

August 5, 2026