

**GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT** of the private company Haal Verpakkingen B.V. (hereinafter: "HAAL VERPAKKINGEN"), having its registered office at Marsweg 16, 3893 GA Zeewolde;

#### **Article 1 – General**

- 1.1 These General Terms and Conditions (hereinafter: "Terms and Conditions") apply to the provision by HAAL VERPAKKINGEN of all (trial) packages and all offers, orders and/or agreements between HAAL VERPAKKINGEN and the Purchasers for the sale and delivery of products and/or the provision of services and the performance thereof. Any deviations from or changes to these Terms and Conditions must be confirmed in writing by HAAL VERPAKKINGEN and will only apply to the relevant offer/order/agreement.
- 1.2 The "Purchaser" is understood to mean any natural person or legal entity to whom or which HAAL VERPAKKINGEN delivers (trial) products and/or for whom or which HAAL VERPAKKINGEN performs services, including their representatives, attorneys, legal successors, and heirs.
- 1.3 Any general terms and conditions applied by the Purchaser are non-binding on HAAL VERPAKKINGEN, unless HAAL VERPAKKINGEN has agreed to them in writing.
- 1.4 In the event of a written agreement by HAAL VERPAKKINGEN with the applicability of one or more deviating terms and conditions, these Terms and Conditions will remain in full force in all other respects.
- 1.5 If a provision of the Terms and Conditions is null and void or turns out not to apply, the other provisions will remain in full force. The null and void / not applicable provision will be replaced by a provision that is in line with the Terms and Conditions.

#### **Article 2 – Agreements and Changes**

- 2.1 HAAL VERPAKKINGEN will regard an order placed by the Purchaser as an irrevocable offer.
- 2.2 HAAL VERPAKKINGEN is only bound by an order placed with HAAL VERPAKKINGEN vis-à-vis the Purchaser if and as soon as HAAL VERPAKKINGEN has confirmed such order in writing within five (5) working days of receipt of the order for delivery, or if HAAL VERPAKKINGEN has commenced performing such order. HAAL VERPAKKINGEN is entitled to refuse an order without stating reasons. HAAL VERPAKKINGEN expressly reserves the right to determine the date of delivery upon the order confirmation.
- 2.3 The provision of a model or (trial) package to the Purchaser by HAAL VERPAKKINGEN expressly does not create an agreement or an obligation to make an offer or conclude an agreement with the Purchaser. Any liability of HAAL VERPAKKINGEN for whatever reason for damage caused by or in conjunction with the model or the (trial) package provided is expressly excluded.
- 2.4 The Purchaser shall notify HAAL VERPAKKINGEN in a timely fashion and in writing of any changes the Purchaser, after having placed an order, may desire in the performance thereof and such changes are only binding on HAAL VERPAKKINGEN if HAAL VERPAKKINGEN has also confirmed these in writing. The Purchaser will bear the risk of the correct or incorrect performance of any orders given verbally or by telephone and/or changes in the performance thereof.
- 2.5 Any changes to an order placed by the Purchaser, of any nature whatsoever, that entail higher costs than the costs that could be taken into account in the original quotation provided by HAAL VERPAKKINGEN, will be for the account of the Purchaser. If such changes lead to a cost reduction, the Purchaser cannot derive any right from this with regard to a reduction of the purchase price. However, HAAL VERPAKKINGEN may decide in its own discretion that such changes result in the payment of a lower purchase price.
- 2.6 Any changes made may lead to HAAL VERPAKKINGEN exceeding the delivery period it indicated prior to the changes. This cannot be invoked against HAAL VERPAKKINGEN.
- 2.7 An order accepted by HAAL VERPAKKINGEN can only be cancelled with HAAL VERPAKKINGEN's written consent. In that case, the Purchaser who has cancelled the order in full or in part is required to compensate HAAL VERPAKKINGEN for all costs incurred, including the costs that reasonably arose in relation to the performance of the order, without prejudice to HAAL VERPAKKINGEN's right to compensation of lost profits or any other loss related to the cancelled order.
- 2.8 HAAL VERPAKKINGEN will only be bound by undertakings made by or arrangements made with its employee(s) if these have been confirmed in writing by HAAL VERPAKKINGEN.
- 2.9 Orders, order confirmations or other correspondence via e-mail and/or a signed fax are accepted by the parties as legally binding correspondence.

#### **Article 3 – Offers and Quotations**

- 3.1 All offers by and price lists of HAAL VERPAKKINGEN are free of obligation, unless the offer expressly states otherwise.
- 3.2 Descriptions and prices in offers are given subject to reservation and apply only by approximation. The Purchaser cannot derive any rights from any errors in an offer or price list.
- 3.3 HAAL VERPAKKINGEN's offers are given based on information and specifications provided by the Purchaser. Offers are based on production and delivery within regular periods and under regular circumstances.
- 3.4 If an offer comprises a non-binding proposal and the Purchaser accepts this proposal, HAAL VERPAKKINGEN is entitled to withdraw the proposal within five (5) days of receipt of the Purchaser's acceptance.
- 3.5 HAAL VERPAKKINGEN will specify the number and quality of the products to be delivered in the order confirmation and accompanying data sheets.
- 3.6 All orders will be processed on the basis of the prices that apply when the order is placed. Unless agreed otherwise, prices are exclusive of packaging, packing, transport and delivery costs, are exclusive of VAT and/or other levies imposed and are all expressed in euros. The Purchaser is only entitled to a discount on prices after HAAL VERPAKKINGEN's written confirmation.
- 3.7 HAAL VERPAKKINGEN is entitled to change the agreed price if changed market prices and/or price increases by suppliers or other developments, such as changes in the costs of raw materials, materials and labour,

government measures, inflation, currency exchange rates, taxes, duties, levies, etc., give cause to do so. HAAL VERPAKKINGEN will inform the Purchaser of any price increase as soon as possible in writing.

#### **Article 4 – Delivery**

- 4.1 Without prejudice to Article 2.2, the delivery date will be determined jointly by HAAL VERPAKKINGEN and the Purchaser. If HAAL VERPAKKINGEN indicates a delivery period, it will only apply by approximation and not as a guarantee. The delivery period will commence when HAAL VERPAKKINGEN has all the information needed and the terms and conditions for performance of the order are met.
- 4.2 HAAL VERPAKKINGEN is not in default by merely exceeding the delivery period. If, for any reason, there is a delay, the delivery period will be extended by the term of such delay.
- 4.3 Unless otherwise agreed in writing – for example, in the order confirmation by HAAL VERPAKKINGEN – and notwithstanding the provisions of Article 8 of these Terms and Conditions, products will be deemed to have been delivered to the Purchaser in a legal sense from the moment that these products are ready for shipment or transport at HAAL VERPAKKINGEN or a third party engaged by HAAL VERPAKKINGEN and the Purchaser has been so informed in writing (Ex Works, Incoterms 2010).
- 4.4 Unless otherwise agreed in writing, transportation of the products is for the account and risk of the Purchaser. The Purchaser is required to take receipt of the products on the announced date. In the event that the Purchaser fails to comply with this obligation, HAAL VERPAKKINGEN will store or procure the storage of the products in its warehouse or elsewhere for fifteen (15) working days. The transport and other costs associated with such storage will be for the account of the Purchaser. After the fifteen (15) working days, HAAL VERPAKKINGEN will be entitled to the products in full, but the Purchaser will still be required to purchase the products at the agreed price upon HAAL VERPAKKINGEN's first request.
- 4.5 HAAL VERPAKKINGEN is entitled to make partial deliveries. Each partial delivery, also including the delivery of products in a combined order, may be invoiced separately. In such a case, payment must be made in accordance with the provisions of Article 6 of these Terms and Conditions.

#### **Article 5 – Deviations**

- 5.1 The pictures, drawings, colour specifications, patterns, sizes and other specifications that HAAL VERPAKKINGEN shows to the Purchaser prior to or at the time of conclusion of the agreement only apply by approximation and not as a guarantee. If the products display minor deviations in terms of quality, quantity, colours, finishing, size or pattern or deviate to a minor degree in any other way, HAAL VERPAKKINGEN will be deemed to have complied with its obligations.
- 5.2 In terms of quantity, HAAL VERPAKKINGEN will be deemed to have complied with its obligations if any deviations do not exceed the following margins:
  - fewer than 10,000 items: 20% of the confirmed number / per item;
  - 10,000 - 25,000 items: 15% of the confirmed number / per item;
  - 25,000 - 100,000 items: 10% of the confirmed number / per item;
  - more than 100,000 items: 5% of the confirmed number / per item.

#### **Article 6 – Payment**

- 6.1 Payment of the agreed amount by the Purchaser must be made within thirty (30) days of the invoice date by means of transfer to HAAL VERPAKKINGEN, unless otherwise agreed in writing and confirmed in the order confirmation as stated in Article 2.2.
- 6.2 Payment is deemed to have been made once HAAL VERPAKKINGEN is in possession of the amount or the amount has been credited to HAAL VERPAKKINGEN's bank account.
- 6.3 The Purchaser herewith waives its rights of setoff and suspension of performance.
- 6.4 HAAL VERPAKKINGEN undertakes to invoice in good time. Partial invoicing is possible at all times, unless this is explicitly ruled out in writing.
- 6.5 In the event of an overrun of the period of thirty (30) days referred to in Article 6.1 of these Terms and Conditions, the Purchaser shall – without prejudice to any other rights of HAAL VERPAKKINGEN – be in default by operation of law and owe monthly interest of two (2) percent on the invoice or any part of the invoice still owed, as from the date that the payment period is exceeded until the date of full payment of the invoice amount. In that event, HAAL VERPAKKINGEN will be entitled to demand immediate payment of all outstanding invoices and to suspend further deliveries until the entire invoice amount has been paid or satisfactory security has been provided.
- 6.6 All judicial and extrajudicial collection costs incurred by HAAL VERPAKKINGEN as a consequence of the Purchaser's failure to comply with its payment obligations will be for the account of the Purchaser. These costs are set at a minimum of 15% of the outstanding invoice amount, with a minimum of € 150.
- 6.7 In the event that the Purchaser does not comply with the (payment) obligations vis-à-vis HAAL VERPAKKINGEN, HAAL VERPAKKINGEN is entitled to suspend delivery and/or other obligations vis-à-vis the Purchaser and all claims of HAAL VERPAKKINGEN against the Purchaser will become immediately due and payable.
- 6.8 HAAL VERPAKKINGEN may set off any and all claims against the Purchaser against any debts to the Purchaser or parties affiliated with the Purchaser.
- 6.9 Payments made by the Purchaser will always first be used to settle all charges and interest due and subsequently to settle the oldest payable invoice, even if the Purchaser states that the payment relates to a later invoice.

#### **Article 7 – Packaging and Packing**

- 7.1 HAAL VERPAKKINGEN is responsible for packaging and labelling the products to be delivered in accordance with the customary standards in the industry.
- 7.2 The Purchaser is responsible for the storage and/or processing of empty/used packaging materials in accordance with the applicable statutory provisions.

- 7.3 Any packaging used by HAAL VERPAKKINGEN in the delivery of its products to the Purchaser not intended for single use will remain the inalienable property of HAAL VERPAKKINGEN. The Purchaser is not permitted to use the packaging for purposes other than for transport and packaging of HAAL VERPAKKINGEN products. The Purchaser will return the packaging to HAAL VERPAKKINGEN upon first request.
- 7.4 If HAAL VERPAKKINGEN uses DB Europallets for delivery, the Purchaser must immediately replace the DB Europallets with identical, or equivalent, DB Europallets. Equivalent pallets are understood to mean the pallets included in the rules at [www.haal.net](http://www.haal.net). If the Purchaser does not immediately replace the DB Europallets with identical or equivalent pallets, HAAL VERPAKKINGEN may charge the new value of the DB Europallets to the Purchaser, unless otherwise agreed in writing.
- 7.5 In the event that HAAL VERPAKKINGEN receives back damaged or incomplete packaging materials/packing, HAAL VERPAKKINGEN is entitled, at its discretion and in accordance with the requirements of reasonableness and fairness, to charge the Purchaser for the costs of replacement, repair or completion. If HAAL VERPAKKINGEN charged a deposit for the packing, HAAL VERPAKKINGEN is entitled to deduct these costs from the deposits to be credited and, if necessary, recover the extra costs from the Purchaser.

#### **Article 8 – Retention of Title**

- 8.1 All goods delivered and yet to be delivered will remain HAAL VERPAKKINGEN's exclusive property until all claims that HAAL VERPAKKINGEN has or will obtain against the Purchaser, including in any event the claims stated in Article 3:92(2) of the Dutch Civil Code, have been paid in full.
- 8.2 All resources, including tools and matrices, used by the Purchaser for the purpose of the agreement will become and remain the property of HAAL VERPAKKINGEN, even if the Purchaser contributed to such resources. The retention of title of this article applies to these resources *mutatis mutandis*.
- 8.3 In the event that the products delivered under retention of title are processed or mixed with other products, in principle HAAL VERPAKKINGEN will acquire co-ownership of the products created by the processing or mixing. The extent of HAAL VERPAKKINGEN's co-ownership will, in the event of processing, be determined on the basis of the ratio between the value of the products delivered under retention of title and the value of the products created by the processing and, in the event of mixing, on the basis of the ratio between the value of the products delivered under retention of title and the value of the products used for the mixing. Should the Purchaser acquire full ownership, the Purchaser hereby transfers the co-ownership in proportion to the said values to HAAL VERPAKKINGEN and shall keep the goods in custody for HAAL VERPAKKINGEN free of charge. Products created by processing or mixing can only be resold to the extent that this does not concern any part that HAAL VERPAKKINGEN delivered under retention of title.
- 8.4 As long as the title to the goods has not passed to the Purchaser, the Purchaser is not entitled to pledge the goods or grant third parties any other rights to the goods. The Purchaser undertakes upon HAAL VERPAKKINGEN's first request to cooperate in creating a right of pledge in the claims the Purchaser has or will obtain against its purchasers pursuant to the onward supply of goods.
- 8.5 In the event that third parties seize the products delivered or in the event that the Purchaser is placed in administration or becomes insolvent, the Purchaser will be required to give immediate written notice of the retention of title to HAAL VERPAKKINGEN's products, such on pain of an immediately payable penalty of € 5,000 or – if higher – the purchase price of the products. The penalty is without prejudice to any of the Purchaser's obligations to pay damages or other obligations.
- 8.6 The Purchaser is required to store the goods delivered under retention of title with due care and as the recognisable property of HAAL VERPAKKINGEN. The Purchaser shall take out adequate insurance for the products against, among other things, theft, damage and loss of the products.
- 8.7 If the buyer is in default with its payment obligations, has payment difficulties or if such difficulties are impending, HAAL VERPAKKINGEN is entitled to repossess the goods delivered under retention of title and still held by the buyer. The Purchaser shall provide HAAL VERPAKKINGEN with free access at all times to its premises for the purpose of inspecting the goods and/or exercising the rights of HAAL VERPAKKINGEN.
- 8.8 The provisions above do not prejudice the other rights vested in HAAL VERPAKKINGEN.
- 8.9 With regard to a Purchaser established in Belgium, in the event of failure to pay on the due date, instead of Article 8.1 being applicable HAAL VERPAKKINGEN will be entitled to consider the sale null and void by operation of law and without notice of demand. HAAL VERPAKKINGEN retains the title to the goods until the price is paid in full. All risks will be borne by the Purchaser. Any advances paid remain acquired by HAAL VERPAKKINGEN as reimbursement for possible losses on resale. Articles 8.2 through 8.8 apply *mutatis mutandis*.
- 8.10 As regards a Purchaser established in Germany, the retention of title included in Articles 8.11 through 8.16 will apply instead of Articles 8.1 through 8.8.
- 8.11 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche, die der HAAL VERPAKKINGEN aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen, vorbehalten. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für HAAL VERPAKKINGEN her und verwahrt sie für HAAL VERPAKKINGEN. Hieraus erwachsen ihm keine Ansprüche gegen HAAL VERPAKKINGEN.
- 8.12 Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt HAAL VERPAKKINGEN zusammen mit diesem Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache, wobei das Miteigentumsanteil der HAAL VERPAKKINGEN dem Verhältnis des Rechnungswertes der Vorbehaltsware der HAAL VERPAKKINGEN zu

- dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren entspricht.
- 8.13 Der Abnehmer tritt uns seine Forderungen aus der Veräußerung von Vorbehaltswaren aus gegenwärtigen und künftigen Warenlieferungen der HAAL VERPAKKINGEN mit sämtliche Nebenrechten im Umfang des Eigentumsanteils der HAAL VERPAKKINGEN zur Sicherung ab.
- 8.14 Bei der Verarbeitung im Rahmen eines Werkvertrages wird die Lohnforderung in Höhe des anteiligen Betrages der Rechnung der HAAL VERPAKKINGEN für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung mit der HAAL VERPAKKINGEN ordnungsgemäß erfüllt, darf er über die in dem Eigentum der HAAL VERPAKKINGEN stehende Ware im ordentlichen Geschäftsgang verfügen und die an HAAL VERPAKKINGEN abgetretenen Forderungen selbst einziehen.
- 8.15 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist HAAL VERPAKKINGEN berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.
- 8.16 Scheck-/ Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

#### **Article 9 – Purchaser's Obligations**

- 9.1 The Purchaser shall ensure that HAAL VERPAKKINGEN has all the data and relevant specifications pertaining to the agreement concerned and required for the performance of the agreement in a timely fashion.
- 9.2 If the commencement or progress of the performance of the agreement is delayed by factors attributable to the Purchaser, the losses and costs ensuing from the same for HAAL VERPAKKINGEN will be for the account of the Purchaser.

#### **Article 10 – Engagement of Third Parties**

- 10.1 HAAL VERPAKKINGEN is entitled to engage third parties in the performance of an agreement on behalf of and at the expense of the Purchaser, if there is cause to do so in HAAL VERPAKKINGEN's opinion or if the same ensues from the agreement.
- 10.2 The Purchaser warrants the quality of the products and services of the third parties engaged by the Purchaser.

#### **Article 11 – Complaints**

- 11.1 The Purchaser is obliged to examine the delivered products thoroughly immediately upon receipt to ascertain whether they conform with the agreement. If, in the Purchaser's opinion, the products delivered do not conform with the agreement, the Purchaser must submit a complaint, in writing and stating reasons, within eight (8) days of receipt of the products. If the cause of a complaint could not reasonably have been discovered within this period, a term of eight (8) days applies from the time the cause could reasonably have been discovered. The foregoing notwithstanding, under no circumstances will HAAL VERPAKKINGEN accept complaints submitted after a period of fourteen (14) days following delivery of the products by HAAL VERPAKKINGEN. If a complaint is not in accordance with the aforementioned rules, it will not be accepted and the Purchaser will be deemed to have accepted the products.
- 11.2 Every right to assert a claim shall lapse if the Purchaser itself makes or procures changes or repairs with regard to the products, if the products are used for other than regular business purposes or if the products have been treated or maintained without due care or inexpertly. The Purchaser can only complain about products that are in the condition in which they were delivered.
- 11.3 A complaint regarding one or more delivered products does not prejudice the Purchaser's (purchase and payment) obligations with regard to other products delivered or to be delivered by HAAL VERPAKKINGEN.
- 11.4 Minor product deviations as stated in Article 5 are not grounds for complaint.
- 11.5 In the event that the products delivered by HAAL VERPAKKINGEN show a defect or defects, the Purchaser shall give HAAL VERPAKKINGEN the opportunity to remedy this defect by repairing or replacing the products.
- 11.6 If HAAL VERPAKKINGEN and the Purchaser have different opinions about the conformity of the products, they will aim to arrive at an amicable settlement. If an amicable settlement proves to be impossible, the parties will engage an independent expert, to be appointed by HAAL VERPAKKINGEN in consultation with the Purchaser. The costs shall be borne by the (primarily) unsuccessful party.

#### **Article 12 – Return of Products Delivered**

- 12.1 Products sent by HAAL VERPAKKINGEN to the Purchaser can only be returned to HAAL VERPAKKINGEN after written consent from HAAL VERPAKKINGEN and under conditions to be determined by HAAL VERPAKKINGEN.
- 12.2 The costs of returning the products sent to the Purchaser by HAAL VERPAKKINGEN will be borne by the Purchaser, with the exception of the costs of returning products regarding which it has been established that these products contain errors and/or defects for which HAAL VERPAKKINGEN is liable.

#### **Article 13 – Liability**

- 13.1 HAAL VERPAKKINGEN is only liable towards the Purchaser for damage as a direct consequence (direct damage) of gross negligence or wilful intent on the part of HAAL VERPAKKINGEN.
- 13.2 In no event will HAAL VERPAKKINGEN be liable for:
- indirect damage, including, but not limited to: loss of profits, consequential damage or loss due to delays on the part of the Purchaser, due to any cause whatsoever. The Purchaser must take out insurance for such damage or loss where necessary;
  - any damage caused by any acts or omissions of the Purchaser or third parties in contravention of the instructions issued by HAAL VERPAKKINGEN, or in contravention of the order and the terms and conditions;

- damage of any nature whatsoever caused by or arising after the putting into operation, processing, handling or delivery to third parties of the delivered products by the Purchaser, or caused by or arising after the procurement by the Purchaser of the putting into operation, processing, handling or delivery to third parties;
  - any damage caused by the acts and/or omissions of third parties, including agents engaged by HAAL VERPAKKINGEN.
- 13.3 HAAL VERPAKKINGEN's liability will at all times be limited to the amount the insurer is prepared to pay out in the relevant case. In the event that an insurer does not pay out, HAAL VERPAKKINGEN's liability at any time will be limited to a maximum of fifty (50) percent of the amount invoiced (excluding VAT) for that to which the liability pertains.
- 13.4 The Purchaser shall indemnify HAAL VERPAKKINGEN and hold it harmless from and against any and all claims for damages by third parties vis-à-vis HAAL VERPAKKINGEN regarding the performance of the agreement, save in the event of intent or gross negligence on the part of HAAL VERPAKKINGEN. In addition, the Purchaser shall indemnify HAAL VERPAKKINGEN and hold it harmless from and against any and all claims by third parties related to or ensuing from the use by the Purchaser of products delivered or services performed by HAAL VERPAKKINGEN.
- 13.5 Any employees of HAAL VERPAKKINGEN that are held liable may invoke the provisions of this article as if they were a party to the agreement between HAAL VERPAKKINGEN and the Purchaser.

#### **Article 14 – Intellectual and Industrial Property Rights**

- 14.1 HAAL VERPAKKINGEN reserves all intellectual and industrial property rights regarding offers it issued, as well as regarding the drawings, software, descriptions, products, models, etc. it produced or provided, as well as regarding the information included in or forming the basis for the same.
- 14.2 The Purchaser warrants that, save in so far as necessary for the performance of the agreement, that which is referred to in Article 15.1 will not be reproduced, disclosed, stored or otherwise used without the written consent of HAAL VERPAKKINGEN.
- 14.3 The Purchaser may not change, remove from products, imitate or use for other products any and all signs, logos, labels and the like, whether or not protected by intellectual or industrial property rights, present on or in the products delivered by HAAL VERPAKKINGEN, without the consent of HAAL VERPAKKINGEN.

#### **Article 15 – Security**

- 15.1 If HAAL VERPAKKINGEN has cause to suspect that the Purchaser will be unable to perform its obligations under the agreement, the Purchaser is obliged upon HAAL VERPAKKINGEN's first request to provide satisfactory security for the complete performance of all its obligations with regard to agreements performed or yet to be performed by HAAL VERPAKKINGEN in full or in part, in a manner to be indicated by HAAL VERPAKKINGEN.

#### **Article 16 – Expiry Periods**

- 16.1 Any legal or other claims of the Purchaser against HAAL VERPAKKINGEN shall lapse twelve (12) months after the date on which the Purchaser became aware or can reasonably be deemed to have become aware of the existence of the legal or other claims, in the event that HAAL VERPAKKINGEN has not been informed of the legal or other claim in writing.
- 16.2 In the event of complaints as stated in Article 11.1, any legal or other claim in respect of a written complaint shall lapse four (4) months after receipt of the written complaint if legal proceedings have not been instituted regarding the relevant legal or other claim.

#### **Article 17 – Suspension, Termination, Force Majeure**

- 17.1 If HAAL VERPAKKINGEN has good cause to fear that the Purchaser will fail in its duties towards HAAL VERPAKKINGEN and/or that the Purchaser will fail in the performance of any obligation vis-à-vis HAAL VERPAKKINGEN in any manner whatsoever, as well as in the event of a change or cancellation of the credit limit, a request for suspension of payments, in the event that a suspension of payments or provisional suspension of payments, prejudgment attachment or executory attachment against the Purchaser has been granted, a petition, report or claim for involuntary liquidation, involuntary liquidation, winding-up or cessation of all or part of the Purchaser's business, HAAL VERPAKKINGEN is authorised, without prejudice to its other rights, without any obligation to pay damages, and without notice of default or judicial intervention:
- to suspend performance of the agreement until such time as HAAL VERPAKKINGEN has received sufficient security for the payment of anything owed by the Purchaser to HAAL VERPAKKINGEN; and/or
  - to suspend any and all of its own payment obligations; and/or
  - to terminate every agreement with the Purchaser in full or in part;
- all such without prejudice to the Purchaser's obligation to pay for the products already delivered and/or services already performed, and without prejudice to HAAL VERPAKKINGEN's other rights, including the right to damages.
- 17.2 In the event that HAAL VERPAKKINGEN is unable to perform the agreement as a result of force majeure, HAAL VERPAKKINGEN is entitled to suspend performance of the agreement without judicial intervention or to terminate the agreement in full or in part, without being obligated to pay any damages.
- 17.3 If HAAL VERPAKKINGEN's inability to perform the agreement due to force majeure only relates to part of the agreement, this does not prejudice the Purchaser's (purchase and payment) obligations with regard to the part of the agreement that has already been performed.
- 17.4 Force majeure exists in the event of any circumstance beyond the control of HAAL VERPAKKINGEN as a result of which performance of the agreement is permanently or temporarily hindered, as well as, in so far as not already included in the same, in the event of war, risk of war, civil war, riot, strike, fire, excessive sickness absence of HAAL VERPAKKINGEN's employees or any other disruption to the business of HAAL VERPAKKINGEN or its suppliers. Force majeure also exists if a supplier from which HAAL VERPAKKINGEN purchases products related to the performance of the agreement with the Purchaser remains in default of timely and/or proper delivery.

#### **Article 18 – Transfer of Rights and Obligations**

- 18.1 The Purchaser may not transfer its rights and/or obligations ensuing from any agreement with HAAL VERPAKKINGEN to third parties or have them serve as security regarding claims by third parties without the prior written consent of HAAL VERPAKKINGEN.

#### **Article 19 – Confidentiality**

- 19.1 HAAL VERPAKKINGEN and the Purchaser shall observe confidentiality with regard to any confidential information exchanged between them. Information is confidential if stated to be so or if the confidentiality logically follows from the nature of the information.
- 19.2 If HAAL VERPAKKINGEN is required to disclose confidential or other information pursuant to a statutory provision or court decision, the Purchaser shall not be entitled to invoke damages, compensation or termination.

#### **Article 20 – Applicable Law, Competent Court**

- 20.1 These Terms and Conditions and all legal relationships between HAAL VERPAKKINGEN and the Purchaser are governed by Dutch law, with the exception of Articles 8.11 through 8.16, which will be governed by German law. The Vienna Sales Convention is expressly inapplicable.
- 20.2 In so far as the law does not imperatively prescribe otherwise, only the Amsterdam District Court will be competent at first instance to examine any disputes arising with regard to any agreement or the performance of any agreement between HAAL VERPAKKINGEN and the Purchaser, as well as disputes regarding these Terms and Conditions and provisions thereof, including for obtaining provisional relief. With regard to disputes between HAAL VERPAKKINGEN and Purchasers based in Germany, the German court in the location where the Purchaser is domiciled will also be competent.

#### **Article 21 – Dutch Text Prevails**

- 21.1 In the event of a conflict between a translation and the Dutch version of these Terms and Conditions, the Dutch version will prevail.

#### **Article 22 – Filing**

- 22.1 These Terms and Conditions have been filed with the Chamber of Commerce of Gooiland, Eemland and Flevoland in Almere under number 39089605.