

VIPACK B.V.: GENERAL TERMS & CONDITIONS OF PROCUREMENT

1. Definitions

In these general terms & conditions, the following terms that are written with a capital letter have the following meaning, unless expressly stated otherwise:

<u>Client:</u>	VIPACK B.V., registered office in Landgraaf, and the legal entities affiliated with it;
<u>Service Provider:</u>	each natural person or legal entity that has entered into an Agreement with VIPACK B.V. or wishes to do so, as well as their legal successors;
<u>Assignment(s):</u>	all assignments awarded to Service Provider by VIPACK B.V. in writing, orally or electronically for the delivery of items and/or the performance of services;
<u>Agreement:</u>	the agreement between VIPACK B.V. and Service Provider regarding the delivery of items and/or services;
<u>Party/ies:</u>	VIPACK B.V. and Service Provider individually or jointly respectively;
<u>Terms & conditions:</u>	these general terms & conditions of procurement.

2. Applicability

- 2.1. These Terms & conditions apply to all enquiries, Assignments and (supplementary or other) Agreements where VIPACK B.V. is acting as Client.
- 2.2. The applicability of general terms & conditions of Service Provider, however they are called, is hereby expressly rejected. The mere fact of entering into an Agreement means that Service Provider unambiguously and unconditionally renounces any existing general terms & conditions of his own, so that only the Terms & conditions of VIPACK B.V. in question apply to all Agreements.
- 2.3. Derogations from these Terms & conditions are only binding on VIPACK B.V. if and in so far as these have been expressly confirmed in writing by VIPACK B.V.
- 2.4. If the Terms & conditions and an Agreement contain mutually contradictory clauses then the opinion of VIPACK B.V. is decisive when it comes to the question of which clauses prevail.
- 2.5. If one or more of the provisions in these Terms & conditions is/are invalid or conflict(s) with the law or is/are otherwise unenforceable then this will not affect the validity of the other provisions.

2.6. VIPACK B.V. is at all times entitled to unilaterally draw up new and/or amended provisions, including to replace the invalid or unenforceable provisions. Service Provider is bound by these new and/or amended provisions.

3. Offers and formation of an Agreement

3.1. **An offer or quotation from Service Provider follows an enquiry from VIPACK B.V. If an Assignment follows from an offer or quotation from Service Provider then the Agreement is not formed until VIPACK B.V. confirms the Assignment in writing.**

3.2. **If VIPACK B.V. awards an Assignment without a preceding offer or quotation from Service Provider then the Agreement is formed either if - no later than five (5) days after sending the Assignment - VIPACK B.V. has received either an original or copy of the Assignment confirmation signed by Service Provider or if within this period of time Service Provider has started to execute the Assignment in accordance with the Assignment. If by the aforementioned deadline the Assignment has not been confirmed or its execution has not commenced then VIPACK B.V. can still proceed on the basis that Service Provider has tacitly accepted the Assignment in accordance with the Assignment. VIPACK B.V. reserves the right to cancel the Assignment within five (5) working days, and expressly to do so even after confirmation of the Assignment by Service Provider, without being obliged to pay Service Provider any compensation.**

3.3. **Communications, (verbal and other) arrangements and commitments, as well as arrangements or amendments made subsequently by personnel of VIPACK B.V. or on behalf of VIPACK B.V. by sellers, agents, representatives or other intermediaries, are only binding on VIPACK B.V. if and in so far as these have been confirmed in writing by persons authorised to do so under the articles of association on behalf of VIPACK B.V.**

3.4. In the case of framework contracts, an agreement is in each case formed at the moment in time when written confirmation of the execution of part of the Assignment that is part of the framework contract is sent by VIPACK B.V.

3.5. If drawings, designs, specifications, instructions, inspection regulations and similar that have either been provided by VIPACK B.V. or else approved by VIPACK B.V. have been used in the execution of the Agreement then these form part of the Agreement.

4. Executing the Agreement

4.1. **The delivery must take place at the agreed date & time in accordance with any schedule agreed between the Parties. As far as VIPACK B.V. is concerned, fulfilment of the Agreement at the time(s) laid down in the Agreement is an essential obligation. All delivery dates & times are strict deadlines, unless VIPACK B.V. expressly communicates otherwise in writing. VIPACK B.V. can refuse deliveries that are made earlier than agreed.**

- 4.2. Unless agreed otherwise in writing, delivery takes place 'franco' (i.e. carriage paid) at the agreed delivery location under the condition Delivery Duty Paid (i.e. carriage paid incl. duties), tested on-site at VIPACK B.V. in accordance with the most recent version of the Incoterms 2020. In this connection, where appropriate Service Provider is obliged to do everything he can to achieve the delivery and inward clearance of the goods that is as smooth as possible for VIPACK B.V. at the location specified by VIPACK B.V. in the Agreement. In this regard, the unloading risk is at Service Provider's risk and expense. In addition, VIPACK B.V. is likewise free at all times to have written instructions sent to Service Provider for any reason, which instructions must be likewise followed by Service Provider.
- 4.3. **The packaging must be of such quality that it is suitable for the product and is weather-resistant, as well as resistant to mechanical stresses and strains resulting from loading, transportation, unloading and warehouse storage. Service Provider is liable for the damage (incl. harm, injury and loss(es)) that results from defective packaging. The packaging becomes the property of VIPACK B.V., unless agreed otherwise in writing.**
- 4.4. **Service Provider is obliged to inform VIPACK B.V. without delay in writing if he knows/expects or should know/expect that the goods and/or services cannot be delivered at all/in time/completely/in accordance with the Agreement and to tell VIPACK B.V. the circumstances that cause this, the measures he (Service Provider) has taken or will take and the probable duration of the delay. This notification neither affects Service Provider's obligation to fulfil nor VIPACK B.V.'s rights as provided for in these Terms & conditions and elsewhere.** In the event of any shortcoming in the execution of the Agreement for any reason, VIPACK B.V. is entitled to at least 15% of the 'positive contract value' associated with the order in question, whilst retaining its entitlement to demand a higher percentage or amount that it substantiates. In this context, 'positive contract value' is deemed to mean the purchase value of the goods ordered by VIPACK B.V. plus the earnings it loses in this regard, this also including a provision as the result of the loss of goodwill and/or the reputational damage done.
- 4.5. **Without prejudice to the provisions in this Article, if Service Provider fails to fulfil the provisions set out herein then VIPACK B.V. is entitled - without further notice of default, without judicial intervention and without prejudice to VIPACK B.V.'s further rights - to cancel or terminate the Agreement in whole or part** in respect of the portion of it that was delivered late and to arrange for a recovery delivery from a third party at Service Provider's expense. In this case, Service Provider is obliged to immediately pay VIPACK B.V. all damage and costs coupled with this, including those related to buying at a higher purchase price, and/or is obliged, at the sole discretion of VIPACK B.V., to provide proper collateral.
- 4.6. VIPACK B.V. is entitled to change the running order and/or time & date of the delivery if it deems it desirable to do so. In the event of such a change, Service Provider is not entitled to compensation for any damage whatsoever, including in all cases

indirect/direct loss and/or consequential loss and/or lost earnings. If VIPACK B.V. asks Service Provider to delay the delivery/handover then Service Provider will pack the goods properly, clearly mark them as being intended for VIPACK B.V., store them separately and safeguard them, insuring them for their full invoice value.

- 4.7. VIPACK B.V. is entitled to cancel and/or amend placed orders accepted by Service Provider for which no actual delivery preparations have been made, without Service Provider being entitled to any compensation. When it comes to placed orders accepted by Service Provider for which actual delivery preparations have been made, then up to the time of shipment on board a ship or the shipment's loading into another (final or other) means of transportation, VIPACK B.V. is entitled to cancel and/or amend the order, without having to pay any charge for this. In this context, Service Provider is expressly not entitled to any type of compensation.
- 4.8. Service Provider is not permitted to make partial deliveries unless the delivery/ies have been expressly approved in writing on VIPACK B.V.'s behalf by an officer authorised to do this.
- 4.9. **Unless expressly approved in writing beforehand by VIPACK B.V., Service Provider is not entitled to have the Agreement executed in whole or part by third parties or to transfer to third parties any rights or obligations that arise for him under the Agreement. If VIPACK B.V. grants such written consent then Service Provider's outsourcing and/or transfer of obligations to third parties will take place to parties who are competent in this field, qualified and bona fide under the same Terms and conditions that apply to the Agreement between Service Provider and VIPACK B.V. This does not affect any (joint & several or other) obligations of Service Provider that arise from the Agreement.**

5. Transfer of title

- 5.1. **Ownership of the delivered items passes from Service Provider to VIPACK B.V. upon delivery in the way agreed.**
- 5.2. Service Provider warrants that each transfer of title is a transfer of the unencumbered ownership. VIPACK B.V. expressly rejects any type of retention of title by Service Provider or a third party on the items delivered. Service Provider will compensate VIPACK B.V. for and indemnify the latter against any third-party claim that relates to retention of title on the delivered items. Service Provider is also liable for any damage that VIPACK B.V. suffers as the result of retention of title by VIPACK B.V. or a third party.
- 5.3. **Until the goods in question have been delivered, Service Provider bears the risk of loss of, damage to and theft of these items and will take out sufficient insurance against this.** If the delivery is returned for whatever reason by VIPACK B.V. then Service Provider bears the risk of loss, damage and theft of the relevant items from the moment of dispatch to Service Provider onwards.
- 5.4. **Transfer of title expressly does not constitute approval of the performance delivered by Service Provider.**

6. Prices and payment

- 6.1. The price agreed between Service Provider and VIPACK B.V., as quoted in the Agreement, is fixed and is accordingly not subject to revision, is denominated in euros and is exclusive of VAT. The price can only be amended once VIPACK B.V. has approved it in writing. VIPACK B.V. is never obliged to make advance payments, unless expressly agreed otherwise in writing.**
- 6.2. Service Provider will not invoice for the owed amount before the date of delivery of the goods and/or performance of the services. Service Provider will state the invoice amount on a single invoice and will refrain from sending partial invoices. VIPACK B.V. is not obliged to pay such partial invoices. Service Provider must send an invoice no later than 30 days after completion of the delivery of goods and/or services; if he fails to do so then VIPACK B.V.'s payment obligation comes to an end.
- 6.3. Unless agreed otherwise in writing, payment will be made no later than sixty (60) days after receipt of the invoice, provided that the agreed goods and/or services have been taken delivery of and accepted and – if applicable – all accompanying documentation, drawings, quality certificates and guarantee certificates have been received by VIPACK B.V. too.
- 6.4. VIPACK B.V. is at all times entitled (before payment is made) to require the provision of collateral from Service Provider that it (VIPACK B.V.) deems sufficient for the fulfilment of Service Provider's (remaining or other) obligations. If Service Provider refuses to provide the required security then VIPACK B.V. is entitled to terminate the Agreement without notice of default and without being obliged to pay any compensation to Service Provider, this without prejudice to VIPACK B.V.'s right to full compensation.
- 6.5. Payment by VIPACK B.V. does not mean in any way that it is waiving any right in respect of, or is approving, the delivered items/services.**

7. Warranties

- 7.1. Service Provider warrants that he possesses the necessary competence, experience, knowledge, personnel and facilities to fulfil his obligations under this Agreement. Service Provider also warrants that he is in possession of and/or in compliance with all necessary and statutory licences, intellectual & industrial property rights, permits and authorisations needed for the execution, delivery and fulfilment of his obligations under this Agreement.
- 7.2. Service Provider expressly warrants that the delivered goods comply with the specifications laid down by or for VIPACK B.V., that the goods are of good quality and are free of defects, rights of retention, claims, commitments or other encumbrances. Service Provider likewise warrants that the delivered goods are suitable for use by VIPACK B.V. for the purpose for which Service Provider – based on such information as the specification, generally known facts and common experience, rules of logic, customary practice in the sector,**

communication and correspondence with VIPACK B.V. – knows or presumes that or should know or presume that VIPACK B.V. uses them.

- 7.3. **Service Provider warrants the full traceability of the goods, ingredients and components. Service Provider will retain without charge a reasonable number of samples of the goods, ingredients and components and will provide them to VIPACK B.V. at the latter's request. Service Provider warrants that he will maintain appropriate records regarding the goods, ingredients and components and of the quality controls carried out on them and that he will keep these records for at least 5 years. After notification, VIPACK B.V. will at all times be entitled to admittance, access, inspections and audits in respect of all information, documentation and files relating to the above records. Service Provider must make a reliable back-up of the aforementioned information and must provide VIPACK B.V. with a copy of it free of charge upon request. This clause remains in force after expiry or termination too.**
- 7.4. **Service Provider warrants that without the prior written consent of VIPACK B.V. he will not alter the ingredients or components of the goods or components (including of raw materials) used for the goods.**
- 7.5. Service Provider warrants that the goods and their supply, sourcing, manufacturing, packing, sale, delivery and use thereof do not infringe intellectual or industrial property rights of third parties. In the event of a third-party claim regarding infringement of intellectual or industrial property rights, Service Provider will indemnify VIPACK B.V. and compensate the latter for all possible claims by this third party.
- 7.6. **Service Provider warrants that the delivered goods comply with all relevant laws, including but not limited to governmental, statutory, regulatory and professional requirements relating to safety, public health and the environment that are in force in the country/ies where the goods are manufactured, supplied and/or received and in the countries where the products that the delivered goods have been processed into are marketed. In the event of a third-party claim regarding an infringement of this provision, Service Provider will indemnify VIPACK B.V. and compensate the latter for all possible claims by this third party.**
- 7.7. If it is discovered during or after delivery that the delivered goods and/or services fail to comply in whole or part with the provisions in this Article then Service Provider will immediately rectify the shortcomings by repairing and/or replacing the defective goods and/or by a supplementary delivery of the goods, this at the sole discretion of VIPACK B.V., by a deadline set by the latter.
- 7.8. If Service Provider fails to comply with his guarantee obligations from this Article by a deadline set by VIPACK B.V. then the latter is itself entitled to rectify the shortcoming or to have it rectified by a third party or to buy replacement goods and/or supplementary goods from a third party, the above to be paid for by Service Provider in full.

8. Authority to inspect

- 8.1 VIPACK B.V. is at all times entitled to inspect, test and try the ordered goods at any location. Service Provider will tell VIPACK B.V. – doing so in such good time that the delivery is not delayed - a date & time when the good in question is available for inspection or testing, so that VIPACK B.V. can be present. Service Provider will then provide all information and facilities needed for an inspection or test. Any costs of this will be borne by Service Provider.
- 8.2 Inspection, testing, checking, trying and/or approving do not constitute either taking or accepting delivery and do not release Service Provider from any obligation and/or liability that arise(s) from the Agreement entered into between the Parties.
- 8.3 If it turns out that the goods and/or services do not comply with the requirements laid down in the Assignment and/or specification then VIPACK B.V. is entitled to terminate the Agreement in whole or part without notice of default or judicial intervention, without being obliged to pay any reimbursement or compensation at all and without prejudice to VIPACK B.V.'s other statutory rights.

9. Insurance

- 9.1. Service Provider is obliged to take out insurance that provides sufficient cover for his liability in respect of each event.
- 9.2. At VIPACK B.V.'s initial request, Service Provider will provide a copy of the policy and/or proof that the premium owed has been paid.
- 9.3. If a policy has not been entered into and/or no proof is provided that the premium for one or more of the aforementioned insurance policies has/have been paid then VIPACK B.V. is entitled to take out this/these insurance policy/ies at Service Provider's expense.

10. Processing of personal data

- 10.1. **If personal data is processed by, on behalf of or for VIPACK B.V. in the context of the execution of the work then this personal data will be processed properly and carefully in accordance with the GDPR (the General Data Protection Regulation, known in the Netherlands as the 'AVG') and other privacy legislation.**
- 10.2. **The aforementioned personal data can be used for the following purposes, amongst others: for drafting and executing the agreement, for invoicing and for payment records, for ensuring quality and developing services, for market research and for sales activities and direct marketing for products and/or services. The personal data provided by Service Provider will be made part of VIPACK B.V.'s administrative records.**
- 10.3. **Technical and organisational measures are taken to protect the personal data against loss or any other form of unlawful processing, with the 'state of the art' technology and the nature of the processing being taken into account at all**

times. VIPACK B.V. will not retain personal data longer than permitted by law or longer than necessary for the aforementioned purposes.

- 10.4. VIPACK B.V. will at all times handle with care the data it is provided with. However, VIPACK B.V. is never liable for any damage on the part of Service Provider or of any third party that results from (for instance) - but is not limited to - inadequate security of/for (but not limited to) – computers/devices, networks, systems, software, cloud data, data registers or data loss in the broadest sense of the term. Service Provider indemnifies VIPACK B.V. in respect of all possible liabilities and fines/penalties in the broadest sense of the term that arise from the processor's agreement, this including but not limited to GDPR fines and all claims made by persons whose personal data has been or will be processed.

11. Liability

- 11.1. Service Provider is liable for all damage (including harm, injury and loss(es)) that arise for whatever reason, this including but expressly not limited to direct and indirect loss, consequential loss, intangible loss, personal injury, financial loss, direct trading loss and environmental damage, lost income and lost earnings, losses suffered, loss of market share, production standstill, investments made, acquired goodwill, reputational damage, fines/penalties etc. This liability includes but is not limited to damage arising from an exceeding of the delivery period, damage caused by the infection, explosion, decay and poisoning of or by the delivered goods, damage to VIPACK B.V. or to third parties (or to its/their items), direct trading losses and other direct or indirect loss suffered by VIPACK B.V. or by third parties. Service Provider will take out sufficient insurance cover for the liability referred to in this Article.
- 11.2. VIPACK B.V. is liable neither in respect of Service Provider nor in respect of third parties for damage that arises from whatever cause, apart from where there is wilful misconduct or gross negligence on the part of VIPACK B.V.'s board of directors. Liability for damage caused by non-executive personnel of VIPACK B.V. or by its engaged third parties, and indirect loss, consequential loss, intangible loss, direct trading loss and environmental damage, including lost income and lost earnings, losses suffered, loss of market share, production standstill, investments made, acquired goodwill, reputational damage, fines/penalties etc., are expressly excluded.
- 11.3. If a liability or damage is caused by a shortcoming or fault on the part of Service Provider in the execution of the Agreement and/or in the delivery in the broadest sense of the term then he is obliged to compensate VIPACK B.V. for, and to indemnify said company against, any third-party claim. Such claims must be deemed to include but are expressly not limited to claims to compensate for damage and costs resulting from an attributable failure, termination, unlawful act, product liability, recall, infringement of intellectual or industrial property

rights, claims based on the fact that the goods and/or services do not comply with the applicable legislation and regulations and claims arising from or in connection with the nature of or defects in the delivered goods and/or services or by the fact that the delivered goods and/or services do not possess the properties that the third party may expect of them.

- 11.4. If Service Provider defaults on the payment of a claim made by VIPACK B.V. on Service Provider and VIPACK B.V. takes (payment collection or other) measures then Service Provider is obliged to reimburse not only the principal and interest owed but also all judicial and extrajudicial costs (i.e. not just the liquidated costs) that relate to the relevant (payment collection or other) measures and proceedings, including the costs of legal representation for the aforementioned (payment collection or other) measures.

12. Suspension and setoff

- 12.1. **If VIPACK B.V. fears that Service Provider is failing to fulfil an obligation arising from the Agreement or by law, by customary practice or under the principles of reasonableness and fairness then VIPACK B.V. is entitled to suspend all its obligations in respect of Service Provider, including its payment obligations, and to do so until Service Provider has fulfilled all his obligations.**
- 12.2. VIPACK B.V. is entitled to set off the amounts it owes Service Provider in connection with the Agreement or by law, by customary practice or under the principles of reasonableness and fairness against both payable and non-payable claims that VIPACK B.V. has or will have on Service Provider.
- 12.3. VIPACK B.V. is entitled to exercise a right of retention on items of Service Provider that VIPACK B.V. has in its possession.
- 12.4. Service Provider fully and irrevocably waives any suspension setoffs and/or retention rights he has.

13. Force majeure

- 13.1. Service Provider's right to invoke the legal consequences of an invoking of force majeure is excluded.
- 13.2. **If Service Provider invokes force majeure then VIPACK B.V. retains the right at all times to unilaterally terminate the Agreement in whole or part without notice of default and without judicial intervention by means of a written notification to Service Provider and/or to suspend its associated payment obligations and/or to commission third parties to execute all or part of the Agreement, without VIPACK B.V. being obliged to pay any compensation, this without prejudice to any additional rights VIPACK B.V. is entitled to and without prejudice to VIPACK B.V.'s right to compensation. All claims that VIPACK B.V. has on or acquires on Service Provider are then due and payable immediately and in full.**

14. Confidentiality

- 14.1. Service Provider guarantees in the context of the execution of the Agreement to maintain confidentiality in respect of third parties for all (business & other) information and data that originates from VIPACK B.V. that has come to or been brought to Service Provider's knowledge in any way. In the context of the Agreement, Service Provider takes all precautionary measures to protect the interests of VIPACK B.V. If personal data is processed then VIPACK B.V. is entitled to impose further confidentiality requirements on Service Provider.
- 14.2. Unless Service Provider has the prior written consent of VIPACK B.V., he is not permitted to publicise in any way the execution of the Agreement or to directly or indirectly maintain contact with clients and/or other business relationships of VIPACK B.V. in this regard.
- 14.3. This Article also remains in force after the end of or termination of the Agreement.

15. Intellectual and industrial property rights

- 15.1. **All rights of intellectual and industrial property attached to all items provided to Service Provider or produced by order of VIPACK B.V. under an Agreement - including but not limited to products, drawings, materials, illustrations, samples, matrices, calculations, working methods and other information - are solely vested in VIPACK B.V. Service Provider is solely granted the non-transferable right to use the items provided to him by VIPACK B.V. in the context of an Agreement for the duration of the Agreement in order to execute the Agreement(s) entered into between VIPACK B.V. and Service Provider.**
- 15.2. **In so far as any rights of intellectual or industrial property are attached to results of work performed by Service Provider for VIPACK B.V. then these rights are solely vested in VIPACK B.V. Any rights that arise for Service Provider in the context of the execution of the Agreement(s) between VIPACK B.V. and Service Provider are transferred to VIPACK B.V. by entering into an Agreement, which transfer is hereby accepted by VIPACK B.V. If it proves necessary on formal grounds to do so then at VIPACK B.V.'s initial request and without Service Provider setting further conditions for this, Service Provider will cooperate with the signing of a deed for – and carry out all acts that may turn out to be necessary for – ensuring that all rights of intellectual and industrial property that arise in the context of the execution of an Agreement between VIPACK B.V. and Service Provider are vested in VIPACK B.V. If it is not possible to do this then Service Provider will provide VIPACK B.V. with a worldwide, exclusive non-terminable licence.**
- 15.3. Unless Service Provider has the prior written consent of VIPACK B.V., he is prohibited from using VIPACK B.V.'s trade name, trademark and designs etc.
- 15.4. If Service Provider has to use patented materials from VIPACK B.V. to execute an Agreement then VIPACK B.V. hereby grants Service Provider a non-transferable right to use these patented materials for the execution of the Agreement, which right

Service Provider hereby accepts.

15.5. **All knowhow that VIPACK B.V. provides Service Provider with for the execution of an Agreement will be solely used by Service Provider to execute this Agreement. If the Agreement in question is ended/terminated then Service Provider will immediately return the movable items referred to in this Article to VIPACK B.V. The confidentiality clause applies in full to all knowhow provided by VIPACK B.V.**

16. Transfer of rights

16.1. Without the prior written consent of VIPACK B.V., Service Provider is prohibited from assigning, pledging or otherwise transferring to third parties claims that Service Provider has or will acquire by virtue of the Agreement. The transferability of the claims referred to in the previous sentence as referred to in Article 3:83 paragraph 2 BW (Dutch Civil Code) is excluded, which exclusion has implications under property law.

17. Default and termination

17.1. **VIPACK B.V. is at all times entitled to cancel early or terminate early either the Agreement or collaboration in whole or part at its own discretion by means of a written (including electronic) notification to Service Provider, without being obliged to observe a notice period in this regard or to provide any underlying reasons. Immediately after receipt of the written notification, or on the date and at the time stated therein, Service Provider will halt execution of the Agreement and will take the initiative to consult with VIPACK B.V. about the settlement and further consequences. VIPACK B.V. will in no way be obliged to pay any compensation in this regard, this without prejudice to any further rights VIPACK B.V. is entitled to, including the right to compensation.**

17.2. **If Service Provider fails to fulfil any obligation in respect of VIPACK B.V. at all or fully or in time or else if a payment moratorium has been applied for or granted for Service Provider or else if his bankruptcy has been applied for or granted or if he has decided to liquidate himself then without further notice of default he is in default by operation of law, and all VIPACK B.V.'s claims become due and payable immediately, with interest at the statutory commercial interest rate (Article 6:119a in conjunction with Article 6:120 BW) being owed from that moment onwards or from the earlier due date onwards.**

17.3. **In addition, in the case described in the previous paragraph, VIPACK B.V. is entitled to suspend the fulfilment (or further fulfilment) of its obligations or to terminate in whole or part the current Agreement and any other Agreements entered into with Service Provider, the above without prejudice to its other rights and without being obliged to pay any compensation to Service Provider. The aforementioned suspension does not affect Service Provider's obligations.**

17.4. In case of the termination or ending of an Agreement, Service Provider will

immediately return to VIPACK B.V. all confidential and other information (both originals and copies) that he was provided with by VIPACK B.V. for the execution of the Agreement.

17.5. Service Provider expressly waives his rights to terminate the Agreement in whole or part or to annul it or cancel it.

18. Remaining provisions

18.1. All legal claims of Service Provider on VIPACK B.V. by virtue of an Agreement or the law come to an end following the elapsing of a period of one year after complete or partial delivery (including for first-time delivery).

18.2. If and in so far as a particular provision in these Terms & conditions cannot be invoked under the principles of reasonableness and fairness or due to its unreasonably onerous nature then this provision will be given a meaning that corresponds as closely as possible to the original meaning in terms of its content and scope and such that it can be invoked after all.

19. Applicable law and disputes

19.1. **The legal relationship between the Parties is solely governed by Dutch law. The Vienna Sales Convention (United Nations Convention on international purchase agreements regarding movable items) solely applies in addition to, and is subordinated to, the provisions in these Terms & conditions. The Vienna Sales Convention does not apply in respect of the provisions in Part III, Third and Fourth Section of that Convention.**

19.2. **The Parties will only submit disputes to the competent Dutch court in Limburg.**

19.3. **In the event of differences between the various translations then at all times the Dutch version will be decisive in - and will prevail in - the dispute.**