

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

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>Delivery:</u>	The delivery in the agreed way and to the agreed place of the items ordered by Client;
<u>Service Provider:</u>	VIPACK B.V., registered office in Landgraaf, and the legal entities affiliated with it;
<u>Client:</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 the Service Provider by Client 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 Client regarding the delivery of items and/or services;
<u>Party/ies:</u>	VIPACK B.V. and Client individually or jointly respectively;
<u>Terms & conditions:</u>	these general terms & conditions of sale.

2. Applicability

- 2.1. These Terms & conditions apply to all enquiries, quotations, Assignments and (supplementary or other) Agreements where VIPACK B.V. is acting or intends to act as Service Provider.
- 2.2. The applicability of general terms & conditions of Client, howsoever they are called, is hereby expressly rejected, unless VIPACK B.V. has explicitly and unambiguously declared in writing through an authorised representative that it agrees to the Client's terms & conditions. The mere fact of entering into an Agreement means that Client 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. These Terms & conditions apply for all countries. If VIPACK B.V. provides the Client with a translation of these Terms & conditions then in the case of any uncertainty about the interpretation of the text of these Terms & conditions, the Dutch text of these Terms & conditions prevails.
- 2.6. 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.
- 2.7. 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. Client is bound by these new and/or amended provisions.

3. Offers and formation of an Agreement

- 3.1. Offers originating from VIPACK B.V. are in each case solely issued subject to confirmation and are subject to a validity period of 10 days, unless stated otherwise in writing by VIPACK B.V.
- 3.2. **The Agreement with Client is not formed until the Assignment is confirmed by VIPACK B.V. in writing by persons authorised to do so under its articles of association or when VIPACK B.V. feels obliged in its own opinion to accept Client's assignment.**
- 3.3. **If Client awards an Assignment (or an offer of one) to VIPACK B.V. and the latter agrees to the Assignment in writing through persons authorised to do so under its articles of association then this assignment is binding for Client at all times.**
- 3.4. VIPACK B.V. reserves the right at all times to revoke this offer without delay prior to the confirmation referred to in paragraphs 2 and 3 and to even do so after Client's acceptance of an offer. In that case, no Agreement is formed. Any liability on the part of VIPACK B.V. for damage (including harm, injury and loss(es)) as the result of such a revocation is expressly excluded.
- 3.5. Communications, (verbal and other) arrangements, commitments, 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. Obvious mistakes or errors in the offer cannot be binding on VIPACK B.V. VIPACK B.V. is likewise not bound by errors that arise as the result of the information provided by Client regarding the use intended by the latter and about the business needs and other needs.
- 3.6. If drawings, designs, specifications, instructions, inspection regulations and similar that have either been provided to VIPACK B.V. or else approved by Client have been used in the execution of the Agreement then these form part of the Agreement.
- 3.7. If the offer is not accepted by Client then VIPACK B.V. is entitled to charge the cost of preparing the offer to the party at whose request the offer was made or issued.

4. Executing the Agreement

- 4.1. **VIPACK B.V. undertakes to deliver the items and Client undertakes to take delivery of the items.**
- 4.2. **The delivery of the items takes place 'franco' i.e. carriage paid (Incoterms 2020) with good connection to the ramp/screen, unloaded at the recipient.**
- 4.3. **If VIPACK B.V. uses delivery deadlines for the delivery then these deadlines will solely be an approximate indication and can never be deemed to be strict deadlines. The mere failure to comply with these delivery deadlines cannot be deemed to be an attributable failure on the part of VIPACK B.V.** Client will not be entitled either to terminate the Agreement in whole or part, to cancel the assignment, to suspend its obligations, to set off its payment obligations and/or to demand compensation for any reason whatsoever. If delivery in accordance with the stated delivery deadlines proves to be impossible then VIPACK B.V. will consult with Client.
- 4.4. Client ensures that VIPACK B.V. is put in a position where it can execute the Agreement. If Client has to perform preparatory or other work then Client is obliged to do this so promptly that VIPACK B.V.'s execution of the assignment is not delayed by this. If Client fails to do this then on-call hours and/or other damage and/or costs will be charged on to Client.
- 4.5. After the execution of the assignment by VIPACK B.V., Client is obliged to check the result within a period of time that is reasonable in the case in question but must in any case do so after (a maximum of) 5 days. The execution of the assignment is deemed to have been accepted by Client if after the elapsing of this period VIPACK B.V. has not received a properly reasoned written complaint regarding the execution. After acceptance by Client, all rights that Client could claim in respect of VIPACK B.V. lapse by operation of law.
- 4.6. VIPACK B.V. will be given the opportunity to check any complaints in the way that it wishes. If VIPACK B.V. finds the complaint to be justified then it has the option - if applicable - to take the items back, to exchange them, to grant a reduction on the price or to take other measures that it feels are appropriate.
- 4.7. If Client remains in default regarding his acceptance obligations then VIPACK B.V. is entitled - without prior notice of default - to demand payment of the selling price for the portion not accepted, to suspend its obligations, to suspend the execution of the Agreement and/or to terminate it in whole or part. When doing so, VIPACK B.V. retains the right to demand full compensation for all damage suffered.
- 4.8. VIPACK B.V. proceeds on the basis that the delivery it is to make can take place unhindered and uninterrupted at the time agreed in the Agreement and under normal circumstances and during normal hours. Client is obliged to inform VIPACK B.V. without delay in writing if he knows/expects or should know/expect that the items and/or services cannot be delivered in whole or part or in time or at all or in accordance with the Agreement due to causes that could lie in Client's sphere of influence and to tell VIPACK B.V. the circumstances that cause this, the measures he (Client) has taken or will take and the probable duration of the delay. This notification does not

affect Client's obligation to fulfil and/or the rights of VIPACK B.V. as provided for in these Terms & conditions. In the event of any shortcoming in the execution of the Agreement for any reason, VIPACK B.V. is entitled to the selling price.

- 4.9. In all cases, VIPACK B.V.'s Delivery takes place subject to correct delivery/ies by its suppliers or charterers, as well as subject to the timely arrival and unloading of the items in accordance with the information provided by its suppliers or charterers. VIPACK B.V. is never liable for any late delivery of the items by our suppliers or charterers.
- 4.10. **Without prejudice to the provisions in this Article, if Client fails to fulfil the provisions set out herein then without further notice of default, without judicial intervention and without prejudice to VIPACK B.V.'s further rights it is entitled to cancel or terminate the Agreement in whole or part.** In this case, Client is obliged to immediately pay VIPACK B.V. all damage and costs coupled with this, including those related to selling to a third-party buyer at a reduced price, and/or is obliged, at the sole discretion of VIPACK B.V., to provide proper collateral.
- 4.11. 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, Client is not entitled to compensation for any damage whatsoever, including in all cases indirect/direct loss and/or consequential loss and/or lost earnings.
- 4.12. If Client for any reason whatsoever is unable to take delivery of the delivery on the agreed time & date then VIPACK B.V. has the right on the one hand to - at its own discretion - retain the items at Client's risk and expense until the delivery and on the other hand to terminate the agreement and/or to sell the items at the risk and expense of Client in the way it (VIPACK B.V.) chooses.
- 4.13. Discrepancies in respect of the quality, condition and quantity of the delivery are permitted, since VIPACK B.V. makes the efforts customary in its sector to comply with the specifications agreed with Client. The burden of proof to show that VIPACK B.V. has not complied with the above efforts rests with Client.
- 4.14. If VIPACK B.V. has provided Client with pallets, boxes, containers or crates etc. for packaging or transportation purposes or else has caused these to be provided by a third party then Client is obliged – unless it is a single-use packaging - to return these materials to VIPACK B.V. at the latter's initial request, for Client's expense and risk.
- 4.15. VIPACK B.V. is entitled to have the Agreement executed in whole or part by third parties or to transfer to third parties any rights of obligations arising for VIPACK B.V. from the Agreement. This does not affect any (joint & several or other) obligations of Client that arise from the Agreement.

5. Execution of the Agreement for contracted filling

- 5.1. Before VIPACK B.V. accepts an assignment for contracted filling, Client is obliged to give VIPACK B.V. the opportunity - by means of a trial assignment with trial materials - to test the machinability of the filling materials and the properties of the packaging materials. Client must promptly provide VIPACK B.V. with sufficient filling materials

for this. VIPACK B.V. can either charge Client separately for the costs of this trial assignment or else do so together with the final settlement. VIPACK B.V. accepts no liability for the results of filling tests using filling materials or packaging materials that have been carried out by third parties.

- 5.2. Filling materials and packaging materials will be provided by Client in line with a pre-agreed schedule or else on a call-off basis by VIPACK B.V., at Client's expense, to VIPACK B.V.'s factory in Landgraaf or to another location specified by VIPACK B.V. and are to be delivered on Europallets. If Client delivers earlier (or more) than was agreed then VIPACK B.V. is entitled to charge storage costs.
- 5.3. Client must ensure that the samples he provides VIPACK B.V. with are accompanied by a written analysis thereof. No assignment can be carried out without this statement of the sample's composition.
- 5.4. Client warrants that the samples, filling materials and other materials he supplies can without difficulty undergo the processings to be carried out by VIPACK B.V. Special hazards relating to storage or processing must be communicated by Client to VIPACK B.V. in writing without delay.
- 5.5. The Client must use such packaging to deliver the items to VIPACK B.V. that the latter is to pack that there is no possibility of decay.
- 5.6. Client must state precisely the hazards that exist when dealing with his product and the precautionary measures in this regard that must be taken in respect of personnel, the environment, machines etc. Client is fully liable for all damage that results from his provision of insufficient information.
- 5.7. If when executing an Assignment, intellectual property rights of third parties are infringed then Client is obliged to fully indemnify VIPACK B.V. against any claims.
- 5.8. If a deficient or late delivery by Client or by his suppliers to VIPACK B.V. causes interrupted or lost production or a production breakdown then VIPACK B.V. is entitled to recover the resulting costs and damage from Client.
- 5.9. Once the assignment has been executed, the residual filling materials and packaging materials are sent back to Client at the latter's expense. If the materials have to be stored at VIPACK B.V. then VIPACK B.V. can charge storage costs for this.
- 5.10. If the execution of an Assignment requires new tools, machines or machine parts then Client must provide VIPACK B.V. free of charge with sufficient numbers of samples of the item that is to be packed. VIPACK B.V. is entitled to charge on to Client the costs for the modification of tools, machines or machine parts. When paying these costs, Client does not acquire any rights at all to these tools, machines or machine parts. The sample packagings, construction drawings and other documents provided by VIPACK B.V. to Client remain VIPACK B.V.'s property and must only be used by Client in VIPACK B.V.'s interest and in the context of the awarded Assignment.

6. Retention of title, right of retention and collateral

- 6.1. **VIPACK B.V. has a retention of title in respect of all items delivered to Client. In so far as additionally possible on the basis of the applicable law relating to the legal relationship between VIPACK B.V. and Client, VIPACK B.V. is also entitled**

to an extended retention of title. For legal relationships that are governed by German law, VIPACK B.V. is entitled to an 'Eigentumsvorbehalt mit Verarbeitungsklausel' (retention of title with processing clause) under which the retention of title is extended up to and including the items manufactured from the original item. Items to which a retention of title is attached remain fully owned by VIPACK B.V. in so far as Client:

- has not paid all claims (incl. receivables) that VIPACK B.V. has on Client regarding the counterperformance for items delivered or to be delivered by VIPACK B.V. to Client under the Agreement;
- has not paid all claims (incl. receivables) that VIPACK B.V. has on Client regarding the counterperformance for work performed or to be performed by VIPACK B.V. for Client under the Agreement;
- fails in the fulfilment of his obligations arising from this or other agreements;
- has not paid claims that arise from the non-fulfilment of the aforementioned agreements, including damage, penalties, interest and costs.

If VIPACK B.V. cannot exercise its property rights for any reason whatsoever, for example as the result of (improper or other) mixing then Client is liable in respect of VIPACK B.V. for all damage arising from this.

- 6.2. After invoking its retention of title, VIPACK B.V. is at all times entitled to take back from Client and/or third parties the items covered by this. Client will unconditionally and fully cooperate with VIPACK B.V. to this end and will provide the latter with unrestricted access to all his premises and/or buildings.
- 6.3. VIPACK B.V. can invoke a right of retention in respect of any party who asks for the surrender of any items of Client's property that are or will be in VIPACK B.V.'s possession for any reason. VIPACK B.V. may invoke this right of retention as long as Client has not fulfilled his obligations – of whatever nature - in respect of VIPACK B.V.
- 6.4. At VIPACK B.V.'s initial request, Client is obliged to provide collateral for the claims that VIPACK B.V. has or could have on Client on the basis of these Terms & conditions or the underlying Agreement(s) or any other juridical act. This provision of collateral may (but does not have to) be made in the form of a right of pledge. The right of pledge is attached to all items and claims that Client has at the time that the deed of pledge is signed and/or will acquire, including those from third parties on the basis of legal relationships that exist at the time that the deed of pledge is signed, and serves to secure all claims that VIPACK B.V. acquires from its legal relationships with Client that existed at the time the deed of pledge is signed and will acquire in the future. VIPACK B.V. is likewise entitled at all times to require other collateral from Client, including but not limited to a bank guarantee and/or prepayment.

7. Prices and payment

- 7.1. **Client is obliged to make the full payment of the agreed price to VIPACK B.V.**

no later than fourteen days after the invoice date and to do so in accordance with the way stated therein, unless agreed otherwise in writing.

- 7.2. **The price used by VIPACK B.V. is fixed and binding**, unless the market situation changes and/or the delivery is carried out more than one month after the date of the offer. In this last case, VIPACK B.V. is entitled to adjust the price upwards or to incorporate into it the price changes for raw and other materials, work pay, exchange rates, insurance premiums, transportation charges, tax expenses, social insurance premiums and other levies and/or surcharges imposed by the authorities that occur up to the date of taking delivery. VIPACK B.V. is also entitled to adjust the agreed price in all cases in the event of extraordinary circumstances, these including but not limited to war, uprising and/or other serious complications at home or abroad, import and/or export measures, epidemics, pandemics, changes in government levies etc.
- 7.3. Complaints relating to invoices must be submitted in writing to VIPACK B.V. no later than fourteen days after the invoice date, failing which any invoking of these errors lapses and the invoices are deemed to be uncontested by way of determination.
- 7.4. Client is expressly prohibited from setting off his payment obligations against the claims he has on VIPACK B.V., with Client not being entitled to suspend the payment in whole or part either.
- 7.5. VIPACK B.V. is at all times entitled to require the provision of collateral up to a maximum of the total amount of the agreed price. This provision of collateral can be required by VIPACK B.V. in the form of a prepayment, mortgage security interest, a right of pledge and/or an on-call bank guarantee that it (VIPACK B.V.) is satisfied with. Client must provide this collateral at VIPACK B.V.'s initial request.

8. Insurance

- 8.1. Client is obliged to take out insurance that provides sufficient cover for his liability in respect of each event.
- 8.2. At VIPACK B.V.'s initial request, Client will provide a copy of the policy and/or proof that the premium owed has been paid.
- 8.3. 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 Client's expense.

9. Processing of personal data

- 9.1. **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.**
- 9.2. **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, for sales activities and direct marketing for products and/or services**

and for traceability etc. The personal data provided by Client will be made part of VIPACK B.V.'s administrative records.

- 9.3. 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.
- 9.4. 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 Client 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, data loss etc. in the broadest sense of the term. Client 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.

10. Liability

- 10.1. Client 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. to VIPACK B.V. or third parties (or to its/their item(s)), direct trading losses and other direct or indirect loss suffered by VIPACK B.V. or by third parties. Client will take out sufficient insurance cover for the liability referred to in this Article.
- 10.2. VIPACK B.V. is liable neither in respect of Client 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, 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. Without wishing to be limiting, VIPACK B.V. is expressly not liable for damage that consists of the following, amongst others:
 - financial loss and/or personal injury to man or animal and/or property damage, irrespective of the damage that results from soil pollution, air pollution, water pollution, odour nuisance or leakage and irrespective of whether the damage results from - for whatever reason - the failure of the

delivered items to function properly and/or the failure to perform the assignment correctly;

- consequential loss, consisting of such damage as (but not limited to) damage done to items of Client, standstill loss, production loss, lost earnings and costs of transportation, travel and accommodation, irrespective of whether the damage is the result of soil pollution, air pollution, water pollution, odour nuisance or leakage and irrespective of whether the damage results from - for whatever reason - the failure of the delivered items to function properly and/or the failure to perform the assignment correctly;
- loss due to a delay that results from late fulfilment by VIPACK B.V.;
- damage done by auxiliary materials/fixtures, auxiliary persons or persons who are not direct employees of VIPACK B.V., irrespective of whether this damage is caused by wilful misconduct, gross negligence, omission or deliberate recklessness etc.;
- damage as the result of any harmful substances located in and/or close to the items, as well as for the consequences of changes to the environmental requirements or legislation that occur after the Agreement is entered into;
- damage as the result of (for instance) VIPACK B.V. revoking an offer on the basis of the law, the Agreement or these Terms & conditions, the exercising of right(s) of suspension and the full or partial termination of an agreement.

10.3. Client is obliged to fully compensate VIPACK B.V. for and to indemnify it against any and all claims by third parties made for any reason whatsoever, including but not limited to compensation claims due to damage suffered by these third parties that relates in any way to the legal relationship between VIPACK B.V. and Client. This is deemed to include claims to compensate for damage and costs arising from an attributable failure, termination, unlawful act, product liability, product recall, infringement of intellectual or industrial property rights, claims based on the fact that the items and/or services fail to comply with the applicable legislation and regulations and claims that arise from or in connection with the nature of or defects in the delivered items and/or services or from the fact that the delivered items and/or services do not possess the properties that the third party may expect from them.

10.4. VIPACK B.V. is likewise entitled to invoke the exclusions of liability in relation to third parties that are involved in any way at all in the Agreement(s) entered into between VIPACK B.V. and Client, or in respect of third parties who by virtue of a legal relationship with Client believe they have a claim in respect of VIPACK B.V.

10.5. If - despite the exclusion of liability in the preceding paragraphs of this Article - VIPACK B.V. is nevertheless held liable then this liability is limited to the amount that VIPACK B.V.'s liability insurance pays out in the case in question plus the applicable excess/deductible. If a claim is not covered by the aforementioned insurance then VIPACK B.V.'s liability is limited to a maximum that corresponds to the amount invoiced by VIPACK B.V. for the execution of the work in question that led to VIPACK B.V.'s liability.

10.6. If Client defaults on the payment of a claim made by VIPACK B.V. on Client and VIPACK B.V. takes (payment collection or other) measures then Client is obliged to fully 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 involved in the aforementioned (payment collection or other) measures.

11. Suspension and setoff

11.1. **If VIPACK B.V. in its sole opinion fears that Client 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 Client, including its obligation to deliver, and to do so until Client has fulfilled all his obligations.**

11.2. VIPACK B.V. is entitled to set off the amounts it is owed by Client 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 Client.

11.3. VIPACK B.V. is entitled to exercise a right of retention on items of Client that VIPACK B.V. has in its possession.

11.4. Client fully and irrevocably waives any suspension setoffs and/or retention rights he has.

12. Force majeure

12.1. If execution of the Agreement is prevented by force majeure then VIPACK B.V. is entitled – entirely at its discretion – to suspend the fulfilment of its obligations, to designate another date & time for fulfilment, to unilaterally terminate the Agreement in whole or part without notice of default and without judicial intervention by means of a written (including electronic) communication to Client and is entitled to commission third parties to execute all or part of the Agreement, in each case without VIPACK B.V. being obliged to fulfil or to pay any compensation.

12.2. Force majeure is in all cases deemed to mean each circumstance that permanently or temporarily prevents fulfilment of the Agreement by VIPACK B.V., as well as, in so far as not already included thereunder, war, war risk, civil war, uprising, epidemics, pandemics, terrorism, (international or other) obstacles to trade, work strike in VIPACK B.V.'s business or in an affiliated business or at logistical service providers, transportation difficulties, fire, storm, sand nuisance, weather conditions, flooding and/or resulting damage and other disruptions to the business of VIPACK B.V. or its supplier(s).

12.3. Client's right to invoke the legal consequences of an invoking of force majeure is excluded. However, if Client invokes force majeure then VIPACK B.V. retains the right at all times the right to unilaterally terminate the Agreement in whole or part without

notice of default and without judicial intervention by means of a written (including electronic) notification to Client and/or to suspend its associated delivery 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 further 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 Client in this regard will be due and payable immediately and in full.

13. Confidentiality

- 13.1. Client 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 Client's knowledge in any way. In the context of the Agreement, Client 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 Client.
- 13.2. Unless Client has 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.
- 13.3. This Article also remains in force after the end of or termination of the Agreement.

14. Intellectual and industrial property rights

- 14.1. **All rights of intellectual and industrial property attached to all items provided to Client or produced by 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. Client 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 Client.**
- 14.2. **In so far as any rights of intellectual or industrial property are attached to results of work performed for Client then these rights are solely vested in VIPACK B.V.** Any rights that arise for Client in the context of the execution of the Agreement(s) between VIPACK B.V. and Client are transferred to VIPACK B.V. when the Agreement is entered into, 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 Client setting further conditions for this, Client 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 Client are vested in VIPACK B.V. If it is not possible to do this then Client will provide VIPACK B.V. with a worldwide, exclusive non-terminable licence.
- 14.3. Unless Client 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. Transfer of rights

15.1. Without the prior written consent of VIPACK B.V., Client is prohibited from assigning, pledging or otherwise transferring to third parties claims that Client 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.

16. Default and termination

16.1. VIPACK B.V. is at all times entitled to an early cancellation of either the Agreement or the collaboration in whole or part at its own discretion or to terminate it by means of a written (including electronic) notification to Client, 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, Client 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.

16.2. **If Client 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 Client 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 or from the earlier due date.**

16.3. **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 Client, the above without prejudice to its other rights and without being obliged to pay any compensation in respect of Client. The aforementioned suspension does not affect Client's obligations.**

16.4. **In case of the termination or ending of an Agreement, Client 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. in connection with the execution of the Agreement.**

16.5. Client expressly waives his rights to terminate the Agreement in whole or part or to annul it or cancel it.

17. Remaining provisions

17.1. Client can no longer invoke the fact that that which has been taken delivery of does

not correspond to the delivery if he fails to notify VIPACK B.V. of this in writing upon receipt or in any case fails to do so within (i.e. after) fourteen days of delivery of the items.

- 17.2. All legal claims of Client on VIPACK B.V. by virtue of an Agreement or the law lapse after the elapsing of one year following complete or partial delivery (including for first-time delivery).
- 17.3. 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.

18. Applicable law and disputes

- 18.1. **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, Second Section of that Convention, with the exception of Article 39. Article 70 of the Vienna Sales Convention does not apply either.**
- 18.2. **The Parties will only submit disputes to the competent Dutch court in Limburg.**
- 18.3. **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.**