

## **General Terms and Conditions of Ambi Pack B.V.**

### **Article 1: Definitions**

- General Terms and Conditions: these general terms and conditions of delivery;
- Ambi Pack: Ambi Pack B.V., a private limited company (*besloten vennootschap*) (Chamber of Commerce reg. no.: 23090340), with its registered office in Hendrik-Ido-Ambacht and principal place of business at Het Tasveld 8, 3342 GT Hendrik-Ido-Ambacht, the user of these General Terms and Conditions;
- Contracting Party: every natural or legal person with whom Ambi Pack has concluded an Agreement;
- Agreement: every agreement concluded between Ambi Pack and a Contracting Party concerning the sale and delivery of the products and/or services;
- Products: material products delivered to the Contracting Party by Ambi Pack;
- Parties: Ambi Pack and the Contracting Party jointly;
- Quotation: an offer made in writing by Ambi Pack.

### **Article 2: General**

- 2.1 The provisions in these General Terms and Conditions are applicable to every Quotation and each Agreement, unless the Parties have explicitly agreed in writing to deviate from the applicability of the Terms and Conditions.
- 2.2 If the Agreement includes provisions which differ from the General Terms and Conditions, the provisions in the Agreement will prevail.
- 2.3 In the event of inconsistency between translations of the wording of these General Terms and Conditions or lack of clarity concerning them, the text of the General Terms and Conditions drafted in the Dutch language will prevail at all times.
- 2.4 Should any provision in these General Terms and Conditions be void or nullified, or if the Parties are unable to rely on it for any other reason, Ambi Pack may replace such provision with a provision which is valid and enforceable and which as far as possible reflects the purpose and effect of the original provision. In that case, the other provisions will remain in full force and effect.
- 2.5 The applicability of any general (purchase) conditions of a Contracting Party is explicitly excluded by Ambi Pack.
- 2.6 Any subsequent additional agreements or amendments of the Agreement and/or General Terms and Conditions, as well as any (verbal) agreements and/or undertakings by personnel of Ambi Pack or made on behalf of Ambi Pack by sales personnel, agents, representatives, third parties engaged by Ambi Pack or other intermediaries, shall only bind Ambi Pack if they have been confirmed in writing by appropriately authorised persons on behalf of Ambi Pack.
- 2.7 Once a Contracting Party has entered into a contract with Ambi Pack subject to the General Terms and Conditions, the Contracting Party shall be deemed to have tacitly agreed to the applicability of the General Terms and Conditions in relation to any Agreement subsequently entered into by it verbally, by telephone or in any other manner. Ambi Pack reserves the right to amend or supplement these General Terms and Conditions during the term of the contract. The most recent version of the General Terms and Conditions shall be automatically applicable to each Agreement as soon as Ambi Pack has published the new version.

### **Article 3: Quotation**

- 3.1 Every Quotation submitted is without obligation and constitutes no more than an invitation for the Contracting Party to place an order. All catalogues, brochures, price lists, etc. that may be published or used by Ambi Pack also are without obligation.
- 3.2 If a period of validity and/or other specific terms and/or conditions is/are stated with a Quotation, that Quotation may only be accepted by the Contracting Party by accepting the Quotation within the specified period and/or by complying with the specified terms and/or conditions.
- 3.3 Colours, weights and content of packaging and any other descriptions of the Products appearing on Ambi Pack's website and/or in catalogues, brochures, promotional material and/or other documentation are as accurate as possible. Ambi Pack provides no guarantee that the Products always comply fully with the information provided. The Contracting Party may not derive any rights from the information provided. Minimal deviations do not entitle the Contracting Party to terminate (*ontbinding*) the Agreement and/or to compensation.

### **Article 4: Agreement**

- 4.1 The Agreement is concluded solely upon acceptance of the Quotation by the Contracting Party. Acceptance of the Quotation is effected by the Contracting Party signing the Quotation or by implementation of the content of the Quotation.
- 4.2 Verbal undertakings by and agreements with subordinates shall only bind Ambi Pack to the extent they are confirmed in writing by Ambi Pack.
- 4.3 In the event that prior to concluding an Agreement for the manufacture and/or packaging of goods supplied by the Contracting Party samples were shown to Ambi Pack by the Contracting Party, the goods or raw materials to be supplied by the Contracting Party and packaged by Ambi Pack must correspond to those samples, failing which Ambi Pack may terminate the Agreement without Ambi Pack being liable for any compensation, or (in case the Agreement is continued) it may charge the resulting additional costs to the Contracting Party.

### **Article 5: Price**

- 5.1 All prices quoted by Ambi Pack are based on delivery ex works at Hendrik-Ido-Ambacht.
- 5.2 All prices quoted by Ambi Pack are in Euro and are exclusive of VAT and other government levies applicable at the time the Quotation is accepted.
- 5.3 All prices quoted by Ambi Pack are based on the (raw material) prices, exchange rates, wages, taxes, duties, charges, freight, etc. that applied prior to submission of the Quotation. If a change takes place in one or more of the cost factors referred to above within three months of the conclusion of the Agreement, Ambi Pack may adjust the agreed price accordingly.
- 5.4 If the Contracting Party delivers the goods to be processed by Ambi Pack to Ambi Pack earlier than agreed upon, or takes receipt of the Products manufactured by Ambi Pack later than agreed upon, the Contracting Party shall be obliged to compensate Ambi Pack for the associated additional costs for storage, insurance and loss of interest in their entirety. The Contracting Party shall in that case also bear the risk, in whatever form, of storage.

- 5.5 The goods to be processed by Ambi Pack shall be delivered to Ambi Pack by the Contracting Party at no cost. If the manner of delivery nonetheless entails additional costs, the Contracting Party is obliged to compensate Ambi Pack for the additional costs involved.
- 5.6 Ambi Pack may carry out the deliveries to be performed by Ambi Pack under an Agreement as partial deliveries, and may invoice separately for each delivery.

#### **Article 6: Delivery period**

- 6.1 Ambi Pack's delivery period commences on the last of the following dates:
- a. the date on which the Agreement was concluded;
  - b. the date on which Ambi Pack received the documents, details, licences or permits, etc. necessary for the execution of the Agreement;
  - c. the date on which the formalities required to execute the Agreement were completed;
  - d. the date of receipt of the sum(s) to be paid in advance by the Contracting Party under the Agreement;
  - e. the date of receipt by Ambi Pack of the raw materials and/or packaging materials necessary for the manufacture of the Products supplied by or on behalf of the Contracting Party.
- 6.2 Agreed delivery periods are indicative and are never considered as a strict deadline. The delivery period is based on the (working) conditions applicable at the time the Agreement was concluded and on timely delivery of the materials ordered for the execution of the Agreement. If there is a delay due to a change in the aforementioned (working) conditions or because materials ordered in good time for the delivery of the work are not delivered in good time, and/or the goods and/or packaging materials to be processed do not comply with the agreed specifications, the delivery period will be extended for a reasonable period.
- 6.3 Failure to meet the delivery period, for whatever cause, does not entitle the Contracting Party to suspend (payment) obligations. A delay in delivery does not entitle the Contracting Party to terminate (*ontbinden*) the Agreement, unless Ambi Pack is in default in respect of the delivery concerned. Ambi Pack shall not be in default by the mere circumstance that a (delivery) period stated by Ambi Pack or agreed between the Parties is exceeded. In all cases, Ambi Pack shall not be in default for exceeding a time limit until the Contracting Party has given it written notice of default and Ambi Pack imputably allows this period to lapse. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Ambi Pack the opportunity to respond adequately.

#### **Article 7: Risk and retention of title**

- 7.1 The risk of loss, theft or deterioration of or damage to Products passes to the Contracting Party at the moment they are actually delivered to or are placed at the disposal of it or a third party nominated by it.
- 7.2 Without prejudice to the provisions in the previous paragraph, ownership of the Products does not pass to the Contracting Party until the Contracting Party has entirely satisfied all the obligations under the Agreement and/or met all the claims arising from non-performance of the Agreement, including the resulting loss and/or damage, interest and costs.
- 7.3 Ambi Pack may immediately recover, or have recovered, Products from their present location in the event the Contracting Party fails to perform its obligations referred to in paragraph 2 above. The Contracting Party will cooperate fully in this regard and irrevocably authorises Ambi Pack to

enter all locations where objects belonging to Ambi Pack may be found. All costs related to the recovery of the Products are for the Contracting Party's account. Ambi Pack may also recover any damage to Products from the Contracting Party or charge the Contracting Party for any decrease in the value of Products.

- 7.4 During the period referred to in paragraph 2 above, the Contracting Party is prohibited from disposing of, pledging or otherwise encumbering, hiring out, lending or in any other way placing beyond its control Products, save in the context of its normal business operations, such as reselling or resupplying the Products to its customers. The Contracting Party is obliged to keep the Products with due care and clearly recognisable as the property of Ambi Pack. The Contracting Party is also obliged to ensure the Products are adequately insured during this period.
- 7.5 The Contracting Party will immediately notify Ambi Pack in writing if any third party enforces rights to Products delivered by Ambi Pack under retention of title, or if the Contracting Party knows that third parties intend to enforce rights to those Products. The Contracting Party is also obliged to notify the attaching party or third parties in writing that the Products concerned are the property of Ambi Pack and to provide Ambi Pack with a copy of this notification.

#### **Article 8: Transport**

- 8.1 If it has been agreed that Ambi Pack will be responsible for transporting Products to the Contracting Party, the obligations entered into in that respect toward third parties will be considered to have been entered into in the interest and for the account of the Contracting Party. The costs incurred in that regard, including the costs of insuring risks, are for the Contracting Party's account.

#### **Article 9: Payment**

- 9.1 Unless explicitly agreed otherwise in writing, payment will be made in Euro, by, where agreed, direct debit or by transfer of the invoice amount to the bank account number stated on the invoice and in the manner specified on the invoice. Objections to the accuracy of the invoice must be lodged with Ambi Pack in writing, stating the reasons for the objection, within no more than 8 (eight) days after the invoice date. If no objection is lodged within the aforementioned period, (the accuracy of) the invoice will be deemed to have been accepted by the Contracting Party.
- 9.2 Ambi Pack is entitled at all times, even after it has already fulfilled all or part of an Agreement, to demand full or partial advance payment of the agreed sum from the Contracting Party. The Contracting Party is additionally obliged to provide Ambi Pack with sufficient security for payment, at Ambi Pack's discretion, for the performance of its (further) payment obligations on first demand by Ambi Pack. If the Contracting Party fails to comply with this requirement within the period specified by Ambi Pack, it will immediately be in default. Ambi Pack is not obliged to execute the Agreement (further) until such time as the advance payment demanded has been made or the security demanded has been furnished.
- 9.3 Unless otherwise agreed in writing, payment for delivered Products must be made within thirty (30) days after the invoice date. All payment terms are to be considered as strict deadlines. If the Contracting Party fails to pay one or more invoices on time, the Contracting Party shall be in default by operation of law, so that Ambi Pack does not need to give the Contracting Party notice of default in that regard. In that case, Ambi Pack may suspend its obligations under the Agreement or terminate (*ontbinden*) all or part of the Agreement. Ambi Pack may additionally refuse to accept future orders from the Contracting Party and cancel previously placed orders or

terminate (*ontbinden*) Agreements previously concluded. Ambi Pack is also entitled, without further notice or giving notice of default, to charge interest at a rate of 1% per month on the amount due and payable for the period during which the Contracting Party is in default. If the applicable statutory commercial interest rate is higher than this percentage, the statutory commercial interest rate shall apply. Furthermore, part of a month shall be counted as a whole month for the purpose of calculating the interest.

- 9.4 Ambi Pack's claim for payment by the Contracting Party is immediately due and payable upon:
- a. a payment term being exceeded;
  - b. the Contracting Party going bankrupt or a petition for its bankruptcy being filed or on submission of an application for suspension of payments;
  - c. attachment being levied on the Contracting Party's assets and receivables;
  - d. the Contracting Party being dissolved or wound up.
- 9.5 All judicial and extrajudicial costs incurred by Ambi Pack due to the Contracting Party's failure to perform its payment obligations or other obligations incumbent on the Contracting Party under the Agreement and/or these General Terms and Conditions shall be for the Contracting Party's account.
- 9.6 The Contracting Party is not permitted to suspend its payment obligations or to offset any amounts it may be due from Ambi Pack.

#### **Article 10: Inspections and complaints**

- 10.1 On (each) delivery of the Products, the Contracting Party is obliged to examine whether the delivery corresponds to what the Contracting Party ordered, whether the correct quantities were delivered and whether the delivered Products (also including the packaging) are undamaged.
- 10.2 Any deficiencies, visible defects and/or damage to the delivered Products and/or their packaging that are discovered or can be discovered on delivery must be reported by or on behalf of the Contracting Party immediately on inspection in Ambi Pack's plant or storage facility, or in the event no inspection takes place after delivery on the delivery note, the invoice and/or the transport documents, or, failing this, within 3 days in writing to Ambi Pack, followed by a detailed, written confirmation of the complaint. If such complaints are not registered in a timely manner, the Products will be deemed to have been received in good condition and any liability on the part of Ambi Part in relation to such defects will lapse.
- 10.3 If the inspection referred to in paragraph 2 above requires that the Product concerned must be physically examined by Ambi Pack necessitating its return to Ambi Pack, the Contracting Party is in principle responsible for the costs of shipment to Ambi Pack. In the event the complaint subsequently proves to be well-founded, Ambi Pack will reimburse the Contracting Party for its shipping costs. The transport risk is always for the Contracting Party. Return shipment will take place in a manner to be determined by Ambi Pack and in the original packaging.
- 10.4 Defects that were not observable at the time of delivery and also could not be discerned during the inspection referred to in paragraph 2 above and which manifest themselves during the warranty period referred to in Article 11(2) of these Terms and Conditions must be notified to Ambi Pack by the Contracting Party within 2 (two) weeks of discovery of such defects, or alternatively the moment at which they could reasonably have been discovered. The complaint must be submitted in writing, with a detailed description of the complaint and the defect.

- 10.5 It is at the sole discretion of Ambi Pack, in which regard it will conduct itself in the manner of a reasonably acting supplier, whether the reported defect is legitimate. The Contracting Party will, on request, furnish Ambi Pack with all the information the latter may deem relevant in relation to the matter. A defect is only considered to exist if the Product in question does not comply fully with the warranties referred to in Article 11 of these General Terms and Conditions.
- 10.6 After expiry of the time limits for lodging a complaint referred to in this article, the Products will be deemed to have been received in good condition by the Contracting Party. The Contracting Party's right to lodge a complaint and Ambi Pack's obligation to handle a complaint will furthermore lapse.
- 10.7 Every claim that the Contracting Party has against Ambi Pack and which relates to defects in the delivered Products will lapse in the event the Contracting Party fails to cooperate or fails to cooperate sufficiently with Ambi Pack regarding an examination of the merits of the complaints.
- 10.8 Defects in quality or design/construction (*uitvoering*) of an individual Product in a delivery comprising multiple Products do not constitute any ground for full or partial termination (*ontbinding*) of the Agreement. Complaints about imperfections in or properties of Products that are made of natural materials, where such imperfections or properties are inherent in the nature of the materials, will not be accepted by Ambi Pack.

#### **Article 11: Warranty**

- 11.1 Ambi Pack will execute the Agreement to the best of its knowledge and ability and in accordance with the standards and laws applicable in its sector. Ambi Pack adheres to a stringent quality assurance system for the Products to be delivered.
- 11.2 Ambi Pack warrants that the Products comply with the specifications set out in the Quotation and/or Agreement, the requirements placed on them by relevant laws and regulations, and furthermore warrants the quality of those Products during the shelf life, subject to a limit of 2 years.
- 11.3 If the purpose for which the Contracting Party wishes to handle, process or use the Products differs from the standard use, Ambi Pack only warrants that those Products are suitable for that other purpose if it has confirmed this in writing to the Contracting Party.
- 11.4 If 1) the Contracting Party has lodged a complaint within the time limit for lodging a complaint referred to in Article 10 of these Terms and Conditions, 2) Ambi Pack has found the complaint to be justified, and 3) the warranty period referred to in paragraph 2 above has not expired, Ambi Pack will, at its option, ensure that the defective Products concerned are replaced free of charge after the defective Products concerned have been returned to it or will refund or provide a discount on the price agreed in the Agreement. The provisions in Article 13 will apply in case of additional loss and/or damage.
- 11.5 The Contracting Party may not enforce warranty claims in case of:
- improper or inappropriate use or storage and/or transport of the delivered goods;
  - processing, mixing or handling by the Contracting Party or a third party of the delivered goods;
  - exposure of the delivered goods to hazardous substances, moisture, excessively high or low temperatures or other harmful circumstances or conditions;

- defects in Products resulting from Ambi Pack following specific instructions issued by the Contracting Party and/or Ambi Pack using raw materials, materials or other auxiliary materials or items provided or prescribed by the Contracting Party;
- a defect caused by a natural reaction resulting from the combination between the content of the Product (to be packaged) and the foil or other packaging material prescribed by the Contracting Party;
- the occurrence of a (different) circumstance as set out in Article 13.5 of these General Terms and Conditions.

11.6 Ambi Pack endeavours to ensure the best possible allergen management system in an attempt to avoid cross-contamination. Orders are nonetheless processed in an environment in which several different allergens can be present. Ambi Pack consequently does not warrant that the Products to be delivered are always free of allergens.

11.7 The Contracting Party cannot rely on or invoke this warranty provision as long as it has not fulfilled all its obligations under the Agreement.

#### **Article 12: Product recalls**

12.1 Ambi Pack will immediately and of its own accord notify the Contracting Party in the event it becomes aware of a defect or a suspicion of a defect in the delivered Products. Ambi Pack will state in any event (where applicable):

- the type of defect;
- the production data of the Products delivered to the Contracting Party and which may be unsafe;
- the names of the suppliers of (the components of) the Products delivered by Ambi Pack and which may be unsafe; and
- all other information which may be relevant.

12.2 If Ambi Pack considers that more information is needed in order to investigate a possibly unsafe Product and/or the measures that need to be taken, the Contracting Party shall provide all the relevant information it holds or which it might reasonably have at its disposal at Ambi Pack's request.

12.3 When a Party considers it necessary to issue a product recall or to send a notification to the market in connection with product safety, that Party shall immediately inform the other Party accordingly in advance. The Parties undertake mutually to render all necessary cooperation. The Contracting Party will not issue a recall of Products without first consulting Ambi Pack.

12.4 If Ambi Pack decides to issue a recall, the Contracting Party shall on first demand by Ambi Pack sell back and deliver to Ambi Pack all the Products that are covered by the recall and which it has in stock against reimbursement of the price charged to it.

12.5 In so far as Products that fall under the recall have already been sold or resold and delivered by the Contracting Party, the Contracting Party will provide Ambi Pack with every assistance and the Contracting Party will furnish Ambi Pack with all the information that Ambi Pack considers necessary to enable it to inform customers or end users in good time with regard to a recall.

12.6 Ambi Pack is under no obligation to compensate any loss or damage and/or costs sustained by the Contracting Party in the event a recall is issued, unless the Contracting Party shows that the recall is necessary due to a failure in the performance of the obligations under the Agreement attributable to Ambi Pack, in which case the provisions in Article 13 will apply in full to such liability on the part of Ambi Pack.

### **Article 13: Liability**

- 13.1 Ambi Pack's liability under the Agreement is expressly limited to performance of the warranty obligation set out in Article 11 of these General Terms and Conditions and the provisions in this article.
- 13.2 Ambi Pack is never liable for consequential loss or damage (indirect loss and/or damage) on the part of the Contracting Party. Consequential loss or damage is understood to mean, among other things: loss of profits and loss of (anticipated) savings.
- 13.3 Should Ambi Pack be liable for loss or damage sustained by the Contracting Party and Ambi Pack is unable to invoke the warranty clause, Ambi Pack's liability will be limited in all cases to the invoice amount of the Agreement concerned, or to that part of the Agreement to which the liability relates.
- 13.4 The limitations of liability set out in this article do not apply in the event Ambi Pack is insured for the respective loss and/or damage and payment is made under the insurance concerned. If Ambi Pack has taken out such insurance, it is not obliged to enforce rights under that insurance in the event it is held liable by the Contracting Party.
- 13.5 Ambi Pack is not liable if the loss and/or damage arose due to:
- a. incompetent use, use contrary to the purpose of the delivered goods or use contrary to the instructions, advice, directions for use, information leaflets, product information, etc. issued by or on behalf of Ambi Pack or contrary to relevant legislation;
  - b. incompetent or inappropriate safekeeping/storage of the Products;
  - c. exposure of the delivered Products to hazardous substances, moisture, excessively high or low temperatures and/or other circumstances or conditions that may harm those products or have a negative impact on the use or operation of those products;
  - d. errors or omissions in the information provided to Ambi Pack by or on behalf of the Contracting Party;
  - e. Products that contain raw materials that are not permitted by law by virtue of the fact that the relevant legislation was changed after delivery, while the trade in those Products was nonetheless permitted in accordance with the transitional period determined by the legislator;
  - f. a choice by the Contracting Party which differs from the advice given by Ambi Pack and/or what is customary;
  - g. processing carried out on or substances added to the delivered Products by or on behalf of the Contracting Party;
  - h. incorrect, incomplete or otherwise inappropriate advice given by the Contracting Party to the end user;
  - i. actions, negligence, errors and/or the quality of products, raw materials or work delivered by third parties, who were engaged by Ambi Pack in connection with the execution of the Agreement, including not in the event of wilful misconduct or gross negligence committed by such third parties;
  - j. Any advice given to the Contracting Party by Ambi Pack on the composition of Products, for example, or choices of raw materials, unless the provision of advice by Ambi Pack is specifically part of the Agreement.
- 13.6 In the cases listed in paragraph 5 above, the Contracting Party is fully liable for the resulting loss and/or damage and indemnifies Ambi Pack against any and all claims by third parties.



- 13.7 The Contracting Party indemnifies Ambi Pack against any and all claims by third parties in respect of Agreements executed, whether or not partly, and/or Products delivered, whether or not partly, by Ambi Pack, unless it is established in law that such claims are a result of wilful misconduct or gross negligence committed by the management board of Ambi Pack and the Contracting Party moreover shows that no blame whatsoever can be attached to it in that respect.
- 13.8 In the event the Agreement to be executed by Ambi Pack provides for the manufacture of private label products for the Contracting Party or packaging of private label product(s) for the Contracting Party, liability pursuant to Section 6:185 et seq. of the Dutch Civil Code (product liability) lies solely and entirely with the Contracting Party. The Contracting Party indemnifies Ambi Pack against any and all claims of whatever nature and scope by third parties resulting from the provision concerning product liability referred to above. All compensation for which Ambi Pack might nonetheless be liable in connection with product liability legislation or which Ambi Pack is ordered to pay by a judgment or ruling which is final or conclusive must be paid immediately to Ambi Pack by the Contracting Party, including all legal and other costs. The Contracting Party may not recover any compensation paid by the Contracting Party in this regard from Ambi Pack.
- 13.9 At all times during the term of the Agreement, the Contracting Party is responsible for the correct execution and wording of and compliance with all applicable statutory requirements /rules for the labels which Ambi Pack applies/affixes to the packaging of the Products manufactured and/or packaged by it. The Contracting Party indemnifies Ambi Pack against all fines imposed and/or warnings issued in this connection. The Contracting Party is responsible for handling the matter in the event Ambi Pack receives notices from the competent (European and/or national) authorities in relation to incorrect labels.
- 13.10 In case the Contracting Party assigns production work or packaging work to Ambi Pack, the Contracting Party is aware that this work (including taking samples) may lead to loss of packaging materials and Products to be produced and/or packaged. Ambi Pack undertakes to implement the usual measures to minimise those losses as far as possible, but is never liable for those losses. If expressly requested by the Contracting Party prior to entering into the Agreement, Ambi Pack is willing to agree a material loss quota and/or a filling tolerance, provided that the Contracting Party gives Ambi Pack the opportunity to test the packaging work concerned prior to the conclusion of the Agreement at its own expense.
- 13.11 Ambi Pack is not obliged to perform any analyses of the raw materials supplied by or on the instructions of the Contracting Party, nor of the Product manufactured by Ambi Pack. Ambi Pack is not obliged to measure concentrations of vitamins and minerals, the microbiological constitution of the respective raw materials and the presence of any hazardous substances. Such responsibility lies with the Contracting Party and Ambi Pack assumes that these checks will be carried out by the Contracting Party and that the respective raw materials consequently comply with the legal requirements.
- 13.12 Ambi Pack will rely on all legal and contractual means of defence it may invoke in order to avoid being held liable in respect of the Contracting Party, including for the benefit of its employees and those persons who are not its employees but for whose conduct it is liable under the law.
- 13.13 The limitations of liability set out in this article do not apply in the event the loss and/or damage is attributable to wilful misconduct and/or gross negligence committed by Ambi Pack or management or if this is opposed by mandatory legal provisions. Only in those cases will Ambi Pack indemnify the Contracting Party against any claims by third parties.

- 13.14 Without prejudice to the provisions in Article 10.6 and Article 11.4 of these General Terms and Conditions, every legal claim which the Contracting Party may bring against Ambi Pack will lapse one year after the termination and/or completion of the (partial) execution of the Agreement to which the claim relates or on which it is based, except in the event that the fact on which the legal claim is based could not reasonably have been determined within this term. In that case the legal claim concerned will lapse one year after the date on which the aforementioned fact was determined or could or should reasonably have been determined by the Contracting Party.

#### **Article 14: Force majeure and suspension**

- 14.1 Force majeure on the part of Ambi Pack shall be deemed to exist where Ambi Pack is prevented from meeting its obligations under the Agreement as a result of circumstances which have arisen through no fault of Ambi Pack and which are beyond its control. These include, but are not confined to, cases of war/threat of war, (the threat of) terrorism, civil war, riots, revolution, acts of war, fire, water damage, flooding, government measures, import and export barriers, strikes, sit-ins, transport restrictions due to weather conditions and traffic disruption, suppliers and/or subcontractors of Ambi Pack and/or other third parties engaged by Ambi Pack failing to meet their obligations toward Ambi Pack or not meeting them in a timely manner, and disruptions in the supply of energy and water in Ambi Pack's company.
- 14.2 In the event that the Agreement cannot be performed due to force majeure, Ambi Pack may, without judicial intervention, either suspend performance of the Agreement for a period not exceeding six months, or terminate (*ontbinden*) all or part of the Agreement, without Ambi Pack being liable for any compensation. During the suspension period, Ambi Pack will be entitled, and upon its termination Ambi Pack will be obliged, to choose between performance of the Agreement or termination (*ontbinding*) of all or part of the Agreement.
- 14.3 In the event that the Contracting Party fails to fulfil any of its obligations under the Agreement, or fails to fulfil any such obligation properly or in good time, or if it is open to serious doubt whether the Contracting Party is able to fulfil its contractual obligations toward Ambi Pack, as well as in case of bankruptcy, suspension of payments, cessation of trade, winding up or full or partial transfer – whether or not as security – of the Contracting Party's business, including the transfer of a significant part of its receivables, Ambi Pack will be entitled, without giving notice of default and without judicial intervention, either to suspend the performance of the Agreement for six months, or to terminate (*ontbinden*) all or part of the Agreement, without Ambi Pack being liable for any compensation and being obliged to fulfil any warranty obligation and without prejudice to any further rights accruing to Ambi Pack.

#### **Article 15: Disputes**

- 15.1 The legal relationships, of whatever nature, between the Parties shall be governed by and construed in accordance with Dutch law. Applicability of the Vienna Sales Convention (CISG) is excluded.
- 15.2 The competent court of the District Court of Rotterdam shall have exclusive jurisdiction to hear all disputes between the Parties, unless this is contrary to mandatory law.