



General Terms and Conditions of:

Van Oordt the portion company B.V.
Laurens Jzn Costerstraat 12
3261 LH Oud Beijerland
The Netherlands

Chamber of Commerce No. for Rotterdam: 23059295

Article 1: Applicability, definitions

1. These Terms and Conditions apply to each offer and each agreement for the execution of packaging work and/or the purchase and sale and/or the execution of other work of Van Oordt the portion company B.V., established in Oud Beijerland, hereinafter to be referred to as "Van Oordt".
2. The customer or purchaser will further be referred to as "the other party".
3. "In writing" for the purposes of these General Terms and Conditions shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
4. "Assignment" for the purposes of these General Terms and Conditions shall mean: an assignment given by the Other Party or agreed between Parties to develop or produce (customised) items as well as assignments to portion and pack fillers.
5. "Items" for the purposes of these General Terms and Conditions shall mean: items to be delivered from stock by Van Oordt as well as items produced on assignment, unless it is explicitly stated in any provision that this provision only covers the last-named items. Items concern in particular portion packages filled with fillers.
6. "Materials" for the purposes of these General Terms and Conditions shall mean: semi-finished products, raw materials, fillers, ingredients, etc. to be used by Van Oordt for the execution of the assignment and/or provided or to be provided by the Other Party.
7. "Fillers" for the purposes of these General Terms and Conditions shall mean: food and non-food products, such as foods and care products etc., to be portioned and packed by Van Oordt.
8. "Documents" for the purposes of these General Terms and Conditions shall mean: advices, calculations, drawings, reports, designs, etc. to be produced or to be provided by Van Oordt and/or provided by the Other Party. These documents, including digital files, may be recorded in writing as well as on other data carriers, such as CD ROMs, DVDs, memory sticks, etc.
9. "Information" for the purposes of these General Terms and Conditions shall mean: the documents as well as the other (oral) data that is (to be) provided by Van Oordt and/or the Other Party.
10. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
11. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
12. These General Terms and Conditions shall also apply to the repeat or partial orders or follow-up or partial assignments following the agreement.
13. A lasting business relationship shall exist if Van Oordt has already handed these General Terms and Conditions several times to the Other Party. If this is the case, Van Oordt shall not be obliged to produce these General Terms and Conditions in order for them to apply to each new agreement.

Article 2: Offers, proposals

1. Each offer and each proposal by Van Oordt is in force during the term referred to in the offer or proposal. An offer or proposal without a validity term is without engagement. Van Oordt is entitled to withdraw an offer or a proposal if this offer or proposal is without engagement, within 2 working days after receipt of the acceptance at the latest.
2. A composite offer or proposal does not oblige Van Oordt to deliver part of the offered performance against a corresponding part of the price or the rate.
3. If the offer or proposal is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, Van Oordt shall have the right to adjust the prices, rates and/or delivery terms stated.
4. The offer, proposal, prices and/or rates do not automatically apply to repeat orders or follow-up assignments.
5. Samples, models and examples that are displayed and/or provided and specifications of colours, dimensions, weights and other descriptions in brochures, promotional material and/or on Van Oordt's website shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these.
6. The samples, models and examples provided shall remain the property of Van Oordt and must be returned to Van Oordt on demand at the expense of the Other Party.
7. If the Other Party fails to accept an offer or proposal, it shall have to return to Van Oordt all documents supplied with this offer or this proposal on Van Oordt's demand.

Article 3: Establishing agreements

1. The agreement is established after the Other Party has accepted the offer of Van Oordt, also if this acceptance deviates on secondary issues from this offer. However, when the acceptance of the Other Party shall deviate in essential aspects, the agreement shall only be concluded if Van Oordt has explicitly agreed with these deviations in writing.
2. Van Oordt shall only be bound to:
 - a. an assignment or order without prior offer;
 - b. oral agreements;
 - c. additions to or changes of the General Terms and Conditions or agreement;after written confirmation to the Other Party or as soon as Van Oordt - without objection of the Other Party - has started the performance of the assignment, order or arrangements.

Article 4: Fee, prices, rates

1. The prices and rates stated in offers, proposals, price or rate lists are exclusive of BTW (Dutch VAT) and possible costs, such as transport costs, administrative costs and expense claims of third parties engaged.
2. Van Oordt shall execute the agreed assignment at a fixed fee, unless parties have agreed work at an hourly fee.
3. Van Oordt has the right to increase this fixed fee if it should appear during the performance of the assignment that parties have not correctly estimated the agreed or expected amount of work, without it being attributable to Van Oordt, and it cannot reasonably be expected from it to carry out the work at the agreed fee.
4. If parties have agreed to perform the assignment at an hourly rate, Van Oordt shall charge the fee based on the number of hours spent, applying the agreed hourly rate or Van Oordt's customary hourly rate.
5. The hourly rates apply to normal working days, which is understood to mean: Mondays to Fridays (with the exception of recognised public holidays) and the times agreed between parties.
6. In the event of urgent work or if the work has to be carried out outside the working days referred to in the previous paragraph, Van Oordt shall be entitled to charge a surcharge on the hourly rate.

7. If a dispute arises between parties about the number of hours spent and/or the hours charged, the time recording of Van Oordt shall be binding. All this unless the contrary is proved on the part of the Other Party.
8. If (cost) price increasing circumstances occur at the expense of Van Oordt between the date of concluding the agreement and the execution thereof, due to changes in legislation and regulations, government measures, currency fluctuations or price changes of the required materials, Van Oordt shall have the right to increase the agreed prices and rates accordingly and charge these to the Other Party.

Article 5: Engaging third parties

If required for the proper execution of the agreement according to Van Oordt, it shall have the right to have specific deliveries and work carried out by third parties.

Article 6: Obligations of The Other Party

1. The Other Party must ensure that:
 - a. it makes all information required for the execution of the agreement available to Van Oordt in time and in the manner required by Van Oordt;
 - b. any information carriers, files, etc. provided to Van Oordt by the Other Party are free from viruses and defects;
 - c. it shall make all materials - such as fillers - which parties have agreed to be supplied by the Other Party, available to Van Oordt in time and in good condition.
2. The Other Party shall ensure that the information it has provided is correct and complete and shall indemnify Van Oordt against claims from third parties arising from the incorrectness and/or incompleteness of this information.
3. The Other Party is bound to adequately insure and keep insured the items that have been handed over to Van Oordt for carrying out activities against risks such as, but not limited to, damage, loss and/or destruction.
4. The Other Party should ensure that where others are required to carry out any work, and/or made deliveries, the same is carried out or completed in time and in such a manner that the execution of the work to be done by Van Oordt is not delayed thereby.
5. If the above obligations are not fulfilled in full or on time, Van Oordt shall have the right to suspend the execution of the agreement until the time that the Other Party has fulfilled its obligations. The costs related to the delay incurred or lost working hours, the costs to carry out additional work and any other consequences arising from this shall be at the expense and risk of the Other Party.
6. If the Other Party fails to comply with its obligations and Van Oordt fails to require performance by the Other Party, it shall not affect Van Oordt's right to require performance at a later date.

Article 7: Confidential information

1. Parties undertake to maintain confidentiality about all information that they have obtained in the context of concluding and performing the agreement from or about the Other Party and which this party has indicated to be confidential information or of which it knows or can reasonably know that the information must be treated in confidence. Parties shall only provide this information to third parties insofar as this is necessary for the performance of the agreement.
2. Parties shall take all reasonable precautions to keep the confidential information secret and guarantees that their employees and other persons under their responsibility who are involved in the execution of the agreement shall also maintain their obligation to observe secrecy.
3. The duty of secrecy shall not apply if one of the Parties is obliged to disclose the confidential information as a result of legislation and/or regulation or a court decision and hereby cannot rely on a legal non-disclosure right or privilege permitted by a court. This exception also applies to employees and other persons referred to in the previous paragraph.

4. Van Oordt is at all times permitted to publish about the agreed work and deliveries and the methods used or developed for this purpose, to reuse the methods of operation etc., provided that the privacy of the Other Party remains guaranteed or Van Oordt has obtained permission from the Other Party for this purpose.

Article 8: Delivery, delivery terms

1. Deadlines within which the items must be supplied, or the work must be completed, can never be regarded as binding deadlines unless the parties expressly agree otherwise in writing. If Van Oordt does not fulfil its obligations under the agreement, or do so in time, a written notice of default should be sent to it in this connection.
2. In case of delivery or execution in instalments, each delivery or execution phase should be regarded as a separate transaction and Van Oordt may separately invoice each such transaction.
3. The risk relating to the articles delivered, or the results of the (packaging) work will pass to The Other Party at the time of delivery. Delivery for the purposes of these terms and conditions will mean the actual supply of the article to The Other Party or to a transporter engaged by The Other Party.
4. Van Oordt will decide the manner in which the articles ordered will be despatched, but on the account and risk of The Other Party, unless the parties agree otherwise.
5. Van Oordt will charge The Other Party transport costs in case of deliveries for a value or quantity below an amount to be specified in the agreement.
6. A surcharge may be charged on transport costs for deliveries at locations in the Netherlands that are hard to reach.
7. If deliveries are required to be made on call within a specific period, The Other Party will lose the right to claim delivery of articles, the due date for delivery of which has lapsed. On the other hand, Van Oordt has the right at all times to make delivery even after the expiry of the deadline.
8. The Other Party should ensure the good accessibility of the destination or unloading location and will be responsible for the unloading or landing.
9. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the items ordered (in the agreed manner) to the Other Party, or if these items are not collected, Van Oordt shall have the right to store the items at the expense and risk of the Other Party. The Other Party should enable Van Oordt after giving notice of the storage, within a term to be fixed by Van Oordt, to deliver these items at a later date or to collect the items within this term.
10. If the Other Party still fails to meet its purchase obligation after the term referred to in the previous paragraph, it shall be immediately in default. Van Oordt shall then have the right to fully or partially terminate the agreement with immediate effect by a written statement and to sell the items to third parties without Van Oordt being obliged to compensate any damage, cost or interest arising from this. The aforesaid shall not affect the Other Party's obligation to compensate any (storage) costs, loss due to delay, lost profits or any other damage or the right of Van Oordt to claim fulfilment at a later date.
11. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the ordered items with a non-perishable content (filler) (in the agreed manner) to the Other Party, or if these items are not collected, Van Oordt shall have the right to store these items at the expense and risk of the Other Party or to sell them - insofar as the content thereof has not been supplied by the Other Party. If Van Oordt is unable to sell the relevant items, it reserves the right to destroy the items. Items with a non-perishable filler supplied by or on behalf of the Other Party, which refuses to purchase these items, shall be destroyed without an obligation to compensate damages, expenses and interest arising for Van Oordt. The aforesaid shall not affect the Other Party's obligation to compensate any (storage) costs, loss due to delay, lost profits or any other damage or the right of Van Oordt to claim fulfilment at a later date.
12. An agreed delivery term will not take effect until the moment that Van Oordt has received all information required for the delivery and possible agreed (advance) payment of the Other Party. If delay arises from this, the delivery term shall be extended accordingly.

Article 9: Progress and Execution of the Agreement

1. If the start, progress or delivery of the assignment and/or the agreed delivery of items is delayed due to the fact that:
 - a. Van Oordt has not received all necessary information and/or materials from the Other Party in time;
 - b. Van Oordt has not received any agreed (advance) payment from the Other Party in time;
 - c. there are other circumstances which shall be at the expense and risk of the Other Party; Van Oordt shall be entitled to a reasonable extension of the delivery term and compensation for the expenses and damage incurred as a result, such as waiting hours.
2. If the assignment is executed in phases, Van Oordt shall be entitled to suspend the execution of the parts that belong to the following phase, until the Other Party has approved of the results of the previous phase. The costs and damage for this shall be charged to the Other Party.
3. Van Oordt shall exert itself to effect the agreed assignment and other deliveries within the time agreed and planned for this purpose, insofar as this can reasonably be expected from it. If the execution of the agreement should be expedited at the request of the Other Party, Van Oordt shall have the right to charge the overtime hours and other costs incurred to the Other Party.
4. Van Oordt is obliged to perform the assignment and/or deliveries appropriately, properly and in accordance with the provisions laid down in the agreement. Van Oordt must perform the assignment and/or delivery in such a manner that damage to persons, items or the environment is limited as much as possible and must follow the orders and instructions given in this context by or on behalf of the Other Party as much as possible.
5. Van Oordt must point out to the Other Party any imperfections, errors, failures, etc. detected in the
 - a. documents provided;
 - b. prescribed modes of operation etc.;
 - c. instructions given;
 - d. fillers and other materials made available or prescribed.insofar as these imperfections, errors, failures etc. are relevant for the performance of Van Oordt and it is or could be familiar with them.
6. If the Other Party wishes to make changes to the agreed assignment and/or other deliveries, Van Oordt shall inform the Other Party of the consequences of these changes on the agreed prices, rates and delivery terms.
7. If, during the execution of the agreement, it appears that the assignment and/or other deliveries cannot be performed in the agreed manner as a result of unforeseen circumstances, Van Oordt shall consult with the Other Party about changing the agreement. Van Oordt shall at the same time inform the Other Party about the consequences of the change for the agreed prices, rates and the delivery terms. If the execution of the agreement has become impossible as a result, Van Oordt shall in any case be entitled to full compensation for the work already performed or deliveries already made by it.
8. The Other Party shall always carefully check each draft version of a packaging to be produced by Van Oordt and shall make its response known to Van Oordt as soon as possible. If necessary, the draft shall be adapted by Van Oordt and again submitted for approval to the Other Party. Van Oordt may require that the Other Party shall sign a written statement of approval for the definitive version of the packaging. The Other Party may not use the produced packagings until Van Oordt has received the written statement of approval.
9. If parties have agreed that Van Oordt shall submit samples of the items to be produced on assignment to the Other Party for approval, the Other Party shall carefully inspect these samples and make its response known to Van Oordt as soon as possible. Van Oordt may require that the Other Party shall sign a written statement of approval with respect to the definitive version of a sample.
10. If Van Oordt has to make changes to the already approved packagings or samples, it shall be considered as additional work and Van Oordt shall be entitled to charge the additional costs arising from this work to the Other Party.

Article 10: Contract variations

1. Additional work shall mean: additional work and deliveries at the request of the Other Party or necessarily arising from the agreement, which has/have not been included in the proposal, offer or assignment.
2. Contract variations must be agreed in writing between Van Oordt and the Other Party. Van Oordt is only bound by oral agreements after it has confirmed them in writing to the Other Party or as soon as Van Oordt – without objection from the Other Party – has started with the execution of these arrangements.
3. Settlement of contract variations shall in any case take place:
 - a. in the event of changes in the original assignment
 - b. in the event of unforeseen cost increases or reductions and deviations of deductible and/or estimated amounts.
4. Settlement of contract variations shall immediately take place on final settlement, unless parties have agreed otherwise in writing.

Article 11: Completion and approval on assignments

1. In view of the items to be developed or produced by Van Oordt on assignment, Van Oordt shall be obliged to inform the Other Party that the assignment has been completed and that the items are ready for use.
2. The items are deemed to have been completed in accordance with the agreement, if they have subsequently been put at the Other Party's disposal, the Other Party has checked the specifications, characteristics, qualities and suchlike agreed for this purpose, and the completion statement or workslip has been signed for approval by the Other Party.
3. The items are also deemed to have been completed in accordance with the agreement if the Other Party, within a term of 2 weeks of the aforesaid making available of the items, has not filed a complaint with Van Oordt or on such earlier date than the Other Party has already taken the items - insofar as possible - before this day.
4. Work not yet carried out or completed by or on behalf of third parties engaged by the Other Party, which affect the proper use of the items, shall not affect the readiness and completion of these items.
5. If the Other Party wants to have changes made to the items after completion thereof, it will be considered as additional work. Van Oordt shall then be entitled to separately charge the costs arising from this and/or the hours spent on it to the Other Party.
6. If the Other Party still finds defects, imperfections and suchlike regarding the items after the completion referred to in this Article, the provisions of the Complaints Article referred to in these General Terms and Conditions shall apply.

Article 12: Packaging

1. Packaging that is designated to be used several times shall remain the property of Van Oordt. This packaging may not be used by the Other Party for any purpose other than for which it is designated.
2. Van Oordt shall determine if the packaging must be returned by the Other Party or that it shall collect the packaging itself and at whose expense it will be conducted.
3. Van Oordt is entitled to charge the Other Party a fee for this packaging. If the packaging is returned by the Other Party for free within the term agreed, Van Oordt must take back this packaging and pay back the fee charged for this to the Other Party or deduct it from the fee that the Other Party has to pay for packaging on the following delivery. Van Oordt shall at all times have the right to deduct a 10% handling fee from the amount to be paid back or settled.
4. If the packaging is damaged, incomplete or has been destructed, the Other Party shall be liable for the damage and its entitlement to a repayment of the fee shall lapse.

5. If the damage referred to in the previous paragraph is higher than the fee charged, Van Oordt shall not have to take back the packaging. Van Oordt shall then have the right to charge this to the Other Party at cost price, deducted by the fee paid by the Other Party.
6. Packaging for single use does not have to be taken back by Van Oordt and may be left at the Other Party's. Possible costs for removal shall be at the expense of the Other Party.

Article 13: Complaints and returns

1. The Other Party is obliged to check the delivered items immediately after receipt and to state any visible failures, damage, deviations in numbers and/or other non-conformities on the consignment note or on the accompanying note. In the absence of a consignment note or an accompanying note, the Other Party must report the failures, defects etc. within 2 working days after receipt of the items to Van Oordt, followed by a written confirmation thereof.
2. Other complaints about the items must be reported to Van Oordt in writing immediately after discovery - yet ultimately within the agreed shelf-life- or guarantee period. All consequences of not immediately reporting these shall be at the Other Party's risk. If no explicit guarantee period has been agreed, a period of 1 year after delivery shall apply. If no explicit shelf-life period has been agreed or is stated on the items, the customary shelf-life period - applicable within the sector for the items concerned - shall apply.
3. All complaints about the work carried out must also be reported to Van Oordt immediately after discovery - yet no later than within the guarantee period set by Van Oordt after delivery - followed by written confirmation thereof. If no (guarantee) period has been agreed, a (guarantee) period of 3 months shall apply. If no such report is filed, the work is deemed to have been carried out in accordance with the agreement.
4. If a complaint has not been lodged with Van Oordt within the periods referred to in the previous paragraphs, it is not possible to make a claim under the applicable shelf life or the agreed guarantee.
5. Items ordered – not being produced on assignment - shall be delivered in the (wholesale) packaging in stock at Van Oordt's and/or the minimum quantities or numbers. Small differences in view of specified measures, weights, numbers, colours etc., acceptable within the industry, are not considered as failures on the part of Van Oordt. In such event it is not possible to make a claim under the guarantee.
6. Complaints shall not suspend the Other Party's payment obligations.
7. The Other Party must give Van Oordt the opportunity to investigate the complaint and must provide all information to Van Oordt that is relevant for the complaint. If the items need to be returned for investigating the complaint, this will be at the expense of the Other Party unless the complaint appears well-founded. The transport risk will always be borne by the Other Party.
8. In all cases, returning the items shall take place in a manner to be determined by Van Oordt and in the original packaging or deposit packaging.
9. No complaints can be lodged about imperfections in or characteristics of items produced from natural materials, raw materials or ingredients, if these imperfections or characteristics are inherent to the nature of these materials, raw materials or ingredients.
10. No complaints can be lodged about discolourations and small colour deviations.
11. No complaints can be lodged about differences in fragrance, colour and flavour, which may or may not be due to changes in the recipe of (food) products.
12. No complaints can be lodged about items that have changed in nature and/or composition or that have been fully or partially treated or processed.

Article 14: Guarantees

1. Van Oordt shall ensure that the agreed assignments and other deliveries shall be performed appropriately and in accordance with the current standards in its industry, but shall never issue further guarantee in respect of the items delivered or work carried out other than was explicitly agreed between parties.

2. Van Oordt guarantees the customary normal quality and soundness of the items delivered during the shelf-life- or guarantee period.
3. When using the materials and/or fillers required for the execution of the agreement, Van Oordt shall base itself on the information that the manufacturer or supplier shall provide about the characteristics of these materials or fillers. If a guarantee is issued for the materials or fillers supplied by the manufacturer or supplier, the guarantee shall equally apply between parties. Van Oordt shall notify the Other Party hereof.
4. If the purpose/the destination for which the Other Party wishes to treat, process or use the items differs from the customary purpose/the customary destination of these items, Van Oordt shall only guarantee that the items are suitable for this purpose/this destination if it has confirmed so in writing to the Other Party.
5. No claim can be made under the shelf-life period or guarantee if the Other Party has not yet paid the price or fee for the work.
6. If the Other Party rightly makes a claim under the shelf life period or guarantee, Van Oordt shall take care of the replacement of the items for free - at its own discretion - or refund or reduce the agreed price or fee. If there is any additional damage, the provisions set out in the Liability Article of these General Terms and Conditions shall apply.

Article 15: Liability

1. Van Oordt shall accept no liability other than the guarantees explicitly agreed or given by Van Oordt.
2. Subject to the provisions of the previous paragraph, Van Oordt is only liable for direct damage. Any liability of Van Oordt for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party must take all measures needed to prevent or limit the damage
4. If Van Oordt is liable for damage incurred by the Other Party, Van Oordt's liability for compensation shall be limited to the invoice amount of the items supplied or work carried out at the most. Van Oordt shall never be obliged to pay compensation exceeding the amount that its insurer would pay in such case.
5. The Other Party must sue Van Oordt within 6 months at the latest after the damage it has suffered has become known to it or should have become known to it.
6. If Van Oordt is to carry out the assignment or make the deliveries on the basis of the documents provided by or on behalf of the Other Party, Van Oordt shall not be liable for the content, correctness or completeness of these documents.
7. If the Other Party makes materials available for processing, Van Oordt shall be responsible for the correct processing but not for the appropriateness of these materials nor for the effect that these materials shall have on the end result.
8. Van Oordt is not liable and the Other Party cannot make a claim under the applicable shelf life or guarantee, if the damage has arisen due to:
 - a. improper use or use contrary to the purpose for which the items delivered were intended or the directions, advice, operating instructions, leaflets, etc. provided by or on behalf of Van Oordt;
 - b. by incompetent safekeeping (storage) or maintenance of the items;
 - c. errors, imperfections or faults in the information or materials provided or prescribed to Van Oordt by or on behalf of the Other Party;
 - d. directions or instructions from or on behalf of the Other Party;
 - e. due to the choice of the Other Party, which deviates from Van Oordt's advice and/or what is customary;
 - f. the choice made by the Other Party in respect of the items to be delivered;
 - g. the items being treated or processed by or on behalf of the Other Party, without the explicit prior permission of Van Oordt.

9. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies Van Oordt explicitly against any claims from third parties to compensate this damage.
10. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by Van Oordt or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall Van Oordt indemnify the Other Party against any third party claims.

Article 16: Payment

1. Van Oordt is always entitled to require (partial) advance payment or any other security for payment by the Other Party.
2. Payment must take place within an expiry period of 30 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if the Other Party has not contested it within this payment term.
3. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph, the Other Party is due to Van Oordt a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
4. If the Other Party still fails to pay after receiving notice, Van Oordt will furthermore have the right to charge the extrajudicial collection costs to the Other Party, amounting to 15% of the invoice sum, with a minimum of € 40.00.
5. In the absence of full payment by the Other Party, Van Oordt shall have the right to terminate the agreement without further notice of default by a written statement or to suspend its obligations under the agreement until the Other Party has made full payment or provided appropriate security. Van Oordt shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.
6. Payments made by the Other Party will first be deducted by Van Oordt from all interest and costs due and then from the due and payable invoices that have been outstanding longest, unless the Other Party has stated in writing on payment that it concerns a later invoice.
7. The Other Party may not deduct any claims of Van Oordt from any reclamations that it has on Van Oordt. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.

Article 17: Retention of title

1. Van Oordt shall retain title of all items delivered and to be delivered up until the point at which the other party has completely fulfilled all payment obligations towards Van Oordt.
2. The payment obligations referred to in the previous paragraph consist of payment of the purchase price of the items/the fee for the items, increased by claims relating to work performed in connection with that delivery, as well as claims relating to any damage due to the Other Party's attributable failure to meet its obligations, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. If this refers to the delivery of identical, non-individualized items, the consignment of items relating to the oldest invoice shall be considered to have been sold first. Therefore, retention of title always remains with the items delivered that are still in stock, in the shop and/or form a part of the inventory and equipment of the Other Party on invoking retention of title.
4. All items in which title is retained, may not be sold on by the Other Party in the framework of the ordinary business operations, unless it has also stipulated retention of title with its suppliers to the items delivered.
5. As long as the title is retained in the items delivered, the Other Party may not pledge the items in any manner or bring items under the (actual) control of a financier by means of lists containing items pledged.

6. The Other Party must notify Van Oordt immediately if third parties pretend to have ownership or other rights to the items in which title is retained.
7. The Other Party must safekeep the items carefully and as identifiable property of Van Oordt for as long as title is retained in them.
8. The Other Party has to take out a business interruption or home contents insurance to ensure that the items delivered which are subject to retention of title are included in the policy and the Other Party will allow Van Oordt inspection on demand into the insurance policy and the accompanying proofs of premium payments.
9. If the Other Party contravenes the provisions of this article or if Van Oordt claims retention of title, Van Oordt and its employees shall have the irrevocable right to enter the Other Party's premises and take back the items subject to retention of title. This applies without prejudice to Van Oordt's entitlement to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.

Article 18: Intellectual property rights

1. Van Oordt is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the items, designs, documents, etc. delivered or produced by Van Oordt in the context of the agreement, unless parties have agreed otherwise in writing. The exercise of these rights, both during and at the end of the execution of the agreement, is explicitly and exclusively reserved to Van Oordt.
2. This means among other things that the Other Party may not use the designs and documents delivered or produced by Van Oordt outside the context of the agreement, provide these to any third party, allow inspection into these by any third party, or multiply them without the prior written permission of Van Oordt;
3. The Other Party guarantees that any documents and files provided by it to Van Oordt shall not infringe the copyright or any other intellectual property right of any third party. The Other Party is liable for any damage that Van Oordt suffers as a result of these infringements and shall indemnify Van Oordt against any claims from these third parties.

Article 19: Bankruptcy, loss of power to dispose of property, etc.

1. Van Oordt always has the right to terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. The Other Party must always notify the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Article 20: Force majeure

1. In the event of force majeure on the part of the Other Party or Van Oordt, Van Oordt shall have the right to terminate the agreement by a written statement to the Other Party or to suspend the fulfillment of its obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to Van Oordt in the context of these General Terms and Conditions shall include: a non-culpable shortcoming by Van Oordt, a non-culpable shortcoming of third parties or suppliers engaged by Van Oordt or other serious grounds on the part of Van Oordt.
3. Circumstances which are considered force majeure on the part of Van Oordt include: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of Van

Oordt and/or of the Other Party, or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, import and export hindering measures, lack of materials, etc.

4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall in any case be obliged to fulfill its obligations towards Van Oordt until that moment.

Article 21: Cancellation, suspension

1. If the Other Party wishes to cancel the agreement prior to or during the execution thereof, it shall be due compensation to be further determined by Van Oordt. This compensation shall comprise all costs already incurred by Van Oordt and its damage suffered due to the cancellation, including lost profits. Van Oordt is entitled to fix the aforesaid compensation and - at its discretion and dependent on the deliveries already made or the work already carried out in the context of the assignment - to charge 20 to 100% of the agreed price to the Other Party.
2. The Other Party is liable towards third parties for the consequences of the cancellation and indemnifies Van Oordt against any claims from third parties arising from this.
3. Van Oordt is entitled to settle the amounts paid by the Other Party with the compensation due by the Other Party.
4. Should the execution of the agreement be suspended at the request of the Other Party, the work and deliveries performed as well as the costs incurred until that moment shall be immediately due and payable and Van Oordt shall have the right to charge these to the Other Party. Furthermore, Van Oordt shall have the right to charge to the Other Party all costs incurred or to be incurred during the suspension period.
5. If the execution of the agreement cannot be resumed after the agreed suspension period, Van Oordt shall have the right to terminate the agreement by a written statement to the Other Party. If the execution of the agreement is resumed after the agreed suspension period, the Other Party must compensate any costs of Van Oordt possibly arising from the resumption.

Article 22: Applicable law/jurisdiction

1. The agreement entered into between Van Oordt and the Other Party shall be governed exclusively by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes shall be submitted to the competent court in the place where Van Oordt is established, although Van Oordt shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. If the Other Party is established outside the Netherlands, Van Oordt shall have the right to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: January 20, 2014