

GENERAL TERMS AND CONDITIONS OF THE LCA CENTRE B.V.

Article 1 Definitions

As used herein, the following terms have the meanings indicated:

- (a) TLC: The LCA Centre B.V., a private company with limited liability organized under Dutch law, with registered office and office address Willem Beukelszstraat 16, 3260 BB, Oud-Beijerland, the Netherlands, registered in the trade register under number 60877162, as well as their successors in law.
- (b) Customer: any entity with which TLC has concluded a Contract or with which TLC is in the process of discussing or negotiating the possible conclusion of a Contract or to which TLC has made an offer.
- (c) Affiliated Company: any company, firm or legal entity with respect to which Customer's ultimate parent company directly or indirectly holds 50% or more of the nominal value of its share capital issued or of the voting power at its general meetings or has the power to appoint a majority of its directors or otherwise direct its activities, or any other company, firm or legal entity qualifying as a 'subsidiary' or part of a 'group' as referred to in articles 2:24a and 2:24b of the Dutch Civil Code.
- (d) Arising Intellectual Property: any and all Intellectual Property relating to LCA and/or the LCA Services generated or originated by any of the parties after the effective date of the Contract.
- (e) Conditions: these General Terms and Conditions.
- (f) Confidential Information: any information disclosed by the disclosing party to the receiving party that is confidential, including without limitation all ideas, concepts, structures, costs, specifications, documentation, designs, techniques, drawings, hardware, software, data, prototypes, processes, technology, knowhow, methods of design and/or development, inventions, and/or other technical, business, marketing, planning information and/or data regardless of how such information is transmitted (including orally, and/or in documentary and/or machine readable form, and/or in the form of samples from which the information may be derived) that if disclosed in tangible form, is marked 'Confidential', 'Proprietary', or if disclosed orally, is stated by the disclosing party to be confidential, or is of such a nature that the receiving party in the exercise of reasonable business judgment should know is confidential.
- (g) Contract: each and every agreement regarding LCA Services between TLC and Customer, as well as each change therein or addition thereto, as well as any (legal) transaction in preparation or execution of such agreement.
- (h) Existing Intellectual Property: any and all Intellectual Property relating to LCA and/or the LCA Services existing or originating on the effective date of the Contract.
- (i) Input: a set of data consisting of, but not limited to information, samples and evidence that TLC deems necessary for performing a LCA on the Product.
- (j) Intellectual Property: any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) knowhow and trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof in connection with LCA and/or the LCA Services and/or PALCAS.

- (k) LCA: assessment of environmental impact of one or more Products associated with all the stages of such Product's life or any agreed stages of such Product's life or a limited assessment as agreed upon in writing between TLC and Customer obtained by the use of a Life-Cycle Assessment tool called PALCAS or any other third party tool as further described in **Annex A** to this Agreement; LCA is performed in The LCA Centre.
- (l) The LCA Centre: the research center of TLC where packaging Products are analyzed under the LCA and Customers are advised.
- (m) LCA Services:
- Analyze materials (determining the chemical composition of materials);
 - Conduct LCA's with Input based on the outcome of material analyses;
 - Compare and interpret LCA Output;
 - Consultancy services, including, but not limited to decoupling services, eco innovation in general, product development, prototyping, complex material analysis, quality inspections, training, speeches and presentations, etc. in connection with LCA;
 - All other services provided by TLC to a Customer based on a Contract.
- (n) Output: mid-point impact data expressed as a numeric value of a multitude environmental impact categories calculated as a quantity of resource taken/used from the environment and a quantity of chemical equivalent amounts added to the environment and one environmental impact category expressed as a numeric value representing the quality of life reduction caused by ionizing radiation, unless agreed otherwise in writing between TLC and Customer; Output will be in the form of a report in writing, unless agreed otherwise in writing between TLC and Customer.
- (o) PALCAS: proprietary software developed by TLC for performing LCA's on Products.
- (p) PCR: Product Category Rules supplied by Customer or developed by TLC or omitted from the study if not relevant.

- (q) Product: packaging materials and accessories or food service disposable items that consists of no more than three different physically separable parts.

Article 2 Scope of application

1. Except in the event that TLC and Customer deviate from the Conditions in writing, these Conditions shall be applicable to all offers, quotations or proposals, order confirmations, Contracts and to all (other) actions and legal transactions between TLC and Customer.
2. Customer accepts the applicability of the Conditions through the sole fact of enquiring and/or ordering.
3. The applicability of any general terms and conditions used by Customer is expressly rejected by TLC, unless these are accepted in writing by TLC in respect of any specific transaction.

Article 3 Offers, effectuation of Contracts, engage third parties

1. All offers, quotations or proposals issued by TLC shall be non-binding to TLC, unless stated otherwise in writing.
2. An offer, even if it is irrevocable, may be withdrawn by TLC, if the withdrawal reaches Customer before or at the same time as the acceptance of the offer.
3. A Contract is concluded at the moment when accepted or confirmed in writing by TLC or after TLC started to perform the Contract.
4. A reply to an offer, quotation or proposal of TLC which purports to be an acceptance, but contains additions, limitations or other modifications is a rejection of the offer, quotation or proposal and constitutes a counter offer.
5. Documentation materials in or accompanying any offer, quotation or proposal in any form, are, unless stipulated

otherwise in writing, for information purposes only and shall not be binding to TLC.

6. TLC will have the right to cancel, annul, terminate or rescind the Contract in whole or in part, but only for material reasons to be explained by TLC.
7. TLC is entitled to engage third parties for the performance of the assignment. The choice of third parties engaged by TLC, where possible and within reason, will take place on consultation with Customer and subject to the exercise of due care. TLC is not liable for shortcomings of these third parties, except in the event of intent or gross negligence of TLC. If these third parties limit their liability in connection with the performance of an assignment of Customer, TLC shall if necessary thereby assume and confirm that all assignments it accepts from Customer include the authority to accept such a limitation of liability on behalf of Customer.

Article 4 Information, data and samples, audit, cancellation

1. Customer undertakes to provide such data, information, specifications and/or samples of the Products as requested by TLC as part of the Input necessary and required for the performance of the LCA Services. The Input is dependent on the Product study requested. The information must be complete and correct.
2. Any Customer wishing to export its Product must provide a list of countries to TLC as all TLC data results are highly country specific. A result destined for country A cannot be used in country B.
3. If Customer provides or must provide any data, information, specifications and/or samples of the Products for the execution of the Contract, Customer will be fully responsible for these data, information, specifications and/or samples, and the timely supply thereof. TLC accepts no liability with regard to such data, information, specifications and/or samples.

4. TLC will have the right to audit the data, information, specifications and/or samples of the Products provided by Customer, including, but not limited to a visit to the facility and a full disclosure of necessary input at the direct cost of Customer.

Article 5 Terms of delivery of the LCA Services

1. Any agreed delivery time (lead time) of the LCA Services provided by TLC will not be considered as absolute, unless agreed otherwise in writing. TLC shall use its best efforts to execute any Contract within the term agreed upon and shall forthwith notify Customer in case of an expected delay. In case of late delivery or late completion of the Contract, TLC shall only be in default upon notification of default in writing, providing TLC with the opportunity to perform within a reasonable period, and TLC remains in default of its obligations after the aforesaid period.
2. For exceeding of any delivery time by TLC, Customer shall not be entitled to any damages, nor will Customer be entitled to suspend, rescind or terminate the Contract.
3. The delivery time commences on the date the Contract is effectuated. If TLC requires data or auxiliaries for the execution of the Contract that have to be provided by Customer, the delivery time will start to run on the date that all required data or auxiliaries are in the possession of TLC if and when that is later than the date of effectuation of the Contract.
4. Delivery of LCA Services consisting of (i) analysis of materials, (ii) carry out LCA's and (iii) comparison and interpretation of LCA's shall be deemed to have taken place at the time when the report, assessment or survey is presented to the Customer. Consultancy and other services are considered to be performed after execution thereof.
5. Should the tested material at any moment turn out to be illegal or dangerous, TLC reserves the right to immediately stop the testing and it shall inform Customer forthwith, with no refund.

Article 6 Prices

1. The applicable prices for the LCA Services shall be the prices set forth in the Contract between TLC and Customer.
2. If a Contract is entered into and no definite price for the LCA Services has been agreed upon, the Contract will be executed at the prices for the LCA Services which are valid at the time of the conclusion of the Contract.
3. Any TLC price quotation or offer relates directly to the Product and the data, information, specifications and/or samples supplied by Customer to TLC. Any additional Input, that becomes evident (or necessary) as the process unfolds, will be charged additional to the original TLC price quotation or offer with pre-agreement of Customer.
4. All prices for the LCA Services are in euros (€), net cash, without reduction and exclusive of VAT and any other taxes, duties, levies, costs and charges owed at the time of delivery, unless stated otherwise in writing.
5. Customer shall indemnify TLC against all damage, loss and/or costs that may ensue for TLC from the fact that Customer is not properly registered for VAT or similar tax purposes and/or that Customer has issued incorrect information or data, or has not on time issued information or data to TLC.

Article 7 Payment

1. Customer shall pay all invoices and the amounts due to TLC in the invoiced currency within the time frame indicated on the invoice without deduction, suspension, set-off or discount to the bank account designated by TLC on the invoice, unless agreed otherwise in writing.
2. The agreed-upon term of payment is final. As from that date Customer shall be obliged to pay the statutory commercial interest applicable in the Netherlands at that time (article 6:119a of the Dutch Civil Code) plus

2% until full payment is received without any further notice of default being required. After the end of each month the amount on which interest is due shall be increased by the interest due for that month.

3. All extra-judicial and judicial costs, internal as well as external, incurred by TLC where TLC has become involved in any way in a judicial procedure against Customer, both as plaintiff and defendant, will be borne by Customer. The extra-judicial collection costs will be determined in accordance with the collection rate of the Dutch Bar Association. The judicial costs will be set at the actual amount paid by TLC relating to the proceedings, even where these costs exceed the liquidated legal costs.
4. In case of late payment any adverse exchange rate difference shall be for the account of Customer. Reference dates are the due date of the invoice and the date of payment.
5. Payments made by Customer, will, notwithstanding the description, be credited with costs, subsequently with interest and thereafter with invoices in the order of their age, also if not yet mature.
6. TLC shall at all times be entitled to require Customer to give proper security for the performance of all its obligations under the Contract in a manner as will be deemed sufficient by TLC or to demand that Customer pays the purchase price for the LCA Services in advance. Failing immediate provision of such security or advance payment, TLC will be entitled to suspend further execution of the Contract until such time as Customer will have provided the required security or payment in advance.

Article 8 Complaints

1. TLC shall be informed in writing of any complaints concerning the LCA Services, specifying (i) the LCA Services concerned, (ii) the effective date of the Contract and (iii) the nature of the complaint ('Field Incident Report' ('FIR')).

2. Customer must submit a FIR to TLC in writing within ten working days after delivery of the LCA Services.
 3. Customer must notify TLC in writing of any complaints relating to the level of the invoiced amount within five working days after receipt of the invoice, giving a description of the complaints.
 4. Any failure by Customer to declare default within the time specified in articles 8.2 and/or 8.3 above, shall result in the loss of any claims whatsoever in this respect.
 5. Complaints of any nature whatsoever will not postpone Customer's obligations to pay the relevant invoice and can only be brought to TLC's notice in writing within the periods laid down in this article 8.
 6. In any event, all claims of Customer with regard to any LCA Services will become time-barred unless legal proceedings will have been instituted before the Court of competent jurisdiction within twelve months after the date of delivery of the LCA Services in question, or the date that delivery should have been made.
- (e) it will exert best efforts to perform the Contract and will provide the LCA Services with all due care, skill and ability (best effort obligation; no obligation to produce a certain result).
 2. TLC's only warranty with respect to the LCA Services will be the warranty referred to in article 9.1 above. TLC expressly disclaims any express or implied warranty of any kind or nature to Customer, including, without limitation, any warranty of fitness for a particular purpose or use and/or any warranty regarding a specific predefined result from or outcome of the performed LCA Services.

Article 10 Intellectual Property

1. Any and all Existing Intellectual Property shall remain with TLC. TLC reserves all rights with respect to the Existing Intellectual Property. Customer undertakes not to infringe or to attack the Existing Intellectual Property in any way, directly or indirectly, by use or otherwise and acknowledges that TLC is the beneficiary with regard to this Existing Intellectual Property. Customer will procure, and represents and warrants vis-à-vis TLC, that all of its Affiliated Companies shall comply with article 10.1.
 2. Nothing in any Contract shall constitute, or deemed to constitute, a transfer of any Intellectual Property from TLC to Customer.
 3. The Parties shall immediately notify each other of any Arising Intellectual Property. All Arising Intellectual Property shall be owned by TLC, regardless of which party has made the development. As far as necessary, the parties will execute all formalities to ensure that the Arising Intellectual Property will be transferred to and can be registered (if possible) in the name of TLC.
 4. Customer shall notify TLC without delay of any infringement of the Existing Intellectual Property and/or Arising Intellectual Property.
 5. During the term of the Contract, TLC may, at its sole discretion, prosecute or defend any claim of infringement or of invalidity of the Intellectual Property.
- #### Article 9 Warranty
1. TLC covenants, warrants and represents that:
 - (a) it has full right and power to execute the Contract;
 - (b) performance of its obligations under the Contract does not and shall not violate any existing agreement to which it is subject or a party;
 - (c) the execution and performance of the Contract is within its individual or duly authorized corporate powers, as the case may be; and
 - (d) to the best of its knowledge, there are no pending or threatened lawsuits, proceedings, claims, governmental actions or investigations which could, in any way, adversely affect its performance of its obligations under the Contract or reduce the value of the rights granted hereunder;

Article 11 Confidentiality

1. Each party agrees not to divulge to any third party and not to use, nor permit third parties to use, except for the purposes of the Contract, the Confidential Information of the other and shall take all steps to effectively ensure the confidential nature of said information.
2. Each party will procure, and represents and warrants vis-à-vis the other party, that all of its Affiliated Companies shall comply with article 11.1.
3. The following information shall not be deemed to be Confidential Information and shall not be subject to the restrictions of this article 11:
 - (a) information independently developed by the receiving party without the use of any of the disclosing party's Confidential Information;
 - (b) information lawfully received free of confidentiality restriction from another source having the right to furnish such information;
 - (c) information that is or becomes generally available to the public without breach of contract by the receiving party
 - (d) information that, at the time of disclosure to the receiving party was already known to the receiving party (free of confidentiality restriction(s)) as evidenced by documentation in the possession of the receiving party;
 - (e) information which is released as a result of a statutory obligation or a judicial verdict which has taken effect, in which case the party concerned shall notify this release without delay to the other party; or
 - (f) information that the disclosing party agrees in writing is free of confidentiality restrictions.
4. TLC shall, contrary to the confidentiality obligation in article 11.1, be permitted to disclose and/or use any Confidentiality Information for the following purposes:
 - (a) disclosure of Confidential Information to its employees, independent contractors or other representatives who have a need to know such information to perform the Contract, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement;
 - (b) scientific research, observations, findings and publications and university education and training;
 - (c) defense of results of LCA Services consisting of (i) analysis of materials, (ii) carry out LCA's and (iii) comparison and interpretation of LCA's to third parties and academics;
 - (d) inform, consult, negotiate and/or contract Non-Governmental Organizations (NGO's), defined as organizations that are neither part of a government nor a conventional for-profit business engaged in environmental and sustainability issues (such as Natuur & Milieu in the Netherlands, an independent environmental organization committed to creating a healthy natural environment, and similar NGO's).
5. At the termination or expiration of the Contract, each party shall promptly gather and return all Confidential Information (and any copies thereof regardless of the medium of the copies) disclosed to it by the disclosing party pursuant to the Contract. This obligation may be discharged by a waiver in writing of the disclosing party.

Article 12 Prohibit use

1. Any commercial distribution, publishing or exploitation of the LCA Services or any content, software, code, data or materials in relation to the LCA Services, is strictly prohibited unless Customer has received the prior written consent of TLC.
2. Any claims, assertions, statements, allegations and/or contents in the broadest sense made by Customer towards third parties based on LCA test results and/or data may only be made with the prior written consent of TLC.

3. Customer in particular may not (the following is not an exhaustive account, only examples):
 - (a) assume that a TLC result is a form of approval, accreditation or certification of a customer product;
 - (b) apply the results of a study to a different version of the same Product i.e. transferring the results to another product; the results relate to a specific product sample on a specific date;
 - (c) not interpreted the LCA outcome except as explicitly expressed in the report.
4. Privacy of employees of TLC and third parties engaged by TLC for the performance of the assignment is imperative. TLC, employees of TLC and third parties engaged by TLC can not be quoted to third parties without TLC's and their prior written consent. They cannot be pursued in order to influence results.
5. Any statements made by TLC employees and/or third parties engaged by TLC for the performance of the assignment are not necessarily those of TLC and cannot be attributed to TLC.
6. Claims made at an earlier date that have since been proven to be incorrect due to data changes must be removed from Customer's claim in the case Customer uses TLC results for its environmental claims.
- (j) incorrect recommendations as to eco-innovations and their ability to be manufactured and commercialized.
2. LCA Services are only relevant for the exact Product studied, assessed, tested or advised and not for the whole batch or future productions of the same Product.
3. LCA Services and the results thereof can only give an indication of the situation at a given moment (in time). Products are typically made of materials that are not homogenous, or can vary in formulation, or could be made in a different location.
4. Generic impact data is used unless otherwise stipulated in writing, which generic data is only as accurate as the dataset supplier stipulates. Should TLC tests and processes be later proven to be incorrect, no claim can be made by Customer for any claims or results derived from these incorrect procedures.
5. Where data is not available the nature of the assumptions, tests or choices made by TLC behind the similar relevant data choices will be explained.
6. LCA is life cycle assessment and as such will always include subjective choices. Also PCR will involve subjective choices.
7. LCA test results do not imply that TLC has approved the Product for food contact or any other certificated obligation of the Product or material.

Article 13 Liability and indemnity

1. TLC shall not be liable for the following causes of damage:
 - (a) incorrect materials identification;
 - (b) incorrect conversion process choice;
 - (c) incorrect end-of-life choice;
 - (d) incorrect country of origin;
 - (e) incorrect transport choices;
 - (f) incorrect product category rules (market representation) ;
 - (g) incorrect physical and mechanical comparative results;
 - (h) stoichiometric arithmetic errors;
 - (i) arithmetic errors in general;
8. LCA test results or data cannot be used for evidence in a legal procedure.
9. LCA test results do not imply conformity to any non-TLC standard or requirement.
10. Lab tests are purely for materials identification for LCA Input and for Product strength for PCR input, and the results are not to be used for official documentation.
11. If an infectant is sighted in a Product it is the responsibility of Customer to seek a certificated confirmation of the infectant.

12. TLC will not be liable for any loss of samples and or documentation part of the Input provided by Customer.
13. TLC is not liable for the loss of data from customer reports.
14. All instrumentation used within the scope of LCA Services will be calibrated but TLC does not guarantee the quality of this calibration.
15. Interpretation of LCA and TLC laboratory results are based on TLC experience and no guarantees are made regarding these opinions.
16. TLC shall have the right, having already submitted the LCA results to a Customer, to take back the report and repair the results in case TLC finds an error in a calculation.
17. TLC will exert best efforts to keep and maintain Input up to date and it will use the most recent available Input, but TLC cannot guarantee the quality of this data. Data is amongst others purchased by LCA from third parties.
18. The data is based on a specific date and data-set version, any follow up studies must accept that new data/systems could be used. TLC will not make historic data studies or update old results based on old LCA versions up to new versions unless otherwise agreed in writing. TLC will endeavor to regularly update data, but will have no obligation to use the most recent version of a data set.
19. Any Eco-innovation conducted by customer based on information or recommendations provided by LCA, is for the account and risk of Customer, including, but not limited to all material or process changes.
20. In the event of any consult, advice or suggestions of TLC, Customer is responsible for making sure all recommended materials and processes are compliant to any relevant applicable law and regulations.
21. If the performance of an assignment by TLC gives rise to liability towards Customer, this liability shall always be limited to the amount that is settled (paid out) under the relevant liability insurance of TLC in relation to the damage for which Customer has held TLC liable, plus the amount of the deductible that in such case is for the account of TLC under the applicable insurance agreement.
22. If no insurance payments are made in relation to the damage in question, the liability of TLC is limited to the price paid by Customer for the LCA Services in question with a maximum of 10,000 euro. Customer explicitly waives all other claims it may have under any applicable law against TLC.
23. In no circumstances will TLC be liable to Customer for any special, consequential, indirect, criminal or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, damages caused by Customer's customers, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability, and regardless of whether it was advised in advance of the possibility of such damages arising in any way from the Contract or otherwise.
24. The restrictions and exclusions referred to in paragraphs 20 - 22 above do not apply insofar as the damage in question is caused by an intentional act or gross negligence on the part of the management of TLC.
25. Save where compliance by TLC is permanently impossible, TLC's liability on the grounds of imputable failure to comply with the Contract arises only if TLC receives notice of default in writing from Customer immediately, in which a reasonable period is allowed to remedy the failure, and TLC remains in default of its obligations after the aforesaid period. The notice of default must describe the shortcoming in as much detail as possible and as completely as possible, in order to give TLC the opportunity to respond adequately.
26. Customer's right to any damage compensation is always conditional to the notification thereof in writing to TLC immediately upon occurrence. Any claim for damages against TLC is extinguished

automatically twelve months after the date Customer became aware or might reasonably have been expected to become aware of the damage and the potential liability of TLC for this damage.

27. TLC is only obliged to perform the LCA Services in conformity with the Contract, including any subsequent assignment or amendment or supplemental assignment, and these Conditions. Customer is fully responsible and liable for any use it makes of the LCA Services performed by TLC in any way and for any and all acts performed and dealings, operations, claims, assertions, statements, allegations and/or contents in the broadest sense made by Customer, based thereon.
28. Customer indemnifies TLC against any claims and impending claims by third parties against TLC, the costs (including reasonable legal fees) of defense against such claims, and any obligations TLC has to third parties if such claims, costs and obligations are based on, arise from or in connection with any act or omission or any use of the LCA Services by Customer or any third party engaged or employed by Customer and/or any failure to properly perform the terms of the Contract.

Article 14 Force majeure

1. Force majeure is defined, in addition to the definitions in the law and case law, as being any external cause foreseen or unforeseen, provided against or not, that is beyond TLC's control, including, but not limited to the circumstance where sub-contractors of TLC fail to comply with their obligations at all or on time, weather circumstances, earthquakes, fire, roadblocks, strikes or stoppages, legal restrictions, changes to national legislation that ban the use of chosen instrumentation or in some way change its use, government measures as a result of which TLC is (temporarily) unable to comply with its obligations (whether in full or in part), software failure, data supply failure, instrument or computer failure, loss, or temporary unforeseen absence of an individual with specific knowledge required

for the performance of the LCA Services in question, etc.

2. During periods of force majeure the delivery and other obligations of TLC are suspended. If the period during which TLC is unable to comply with its obligations due to force majeure should last longer than three months, the parties shall be authorized to rescind the Contract, without there being any obligation to pay damages.
3. In the event that TLC should, upon origination of the force majeure, have fulfilled its obligations in part already, or is able to only fulfill its obligations in part, it shall be authorized to invoice any portion already delivered or, as the case may be, any portion separately deliverable and Customer shall pay this invoice as if it were a separate Contract.

Article 15 Waiver, rescission

1. To the extent permitted by law, Customer hereby waives its rights:
 - (a) pursuant to articles 6:265 to 6:272 inclusive of the Dutch Civil Code to dissolve ('ontbinden'), or demand in legal proceedings the dissolution ('ontbinding') of, any Contract;
 - (b) pursuant to article 6:228 of the Dutch Civil Code to nullify, or demand in legal proceedings the nullification of, any Contract on the ground of error ('dwaling').
2. Customer furthermore hereby waives any right it may have on whatever ground to annul, nullify, cancel, avoid, terminate or dissolve/rescind any Contract in whatever manner available to them.
3. TLC shall have the right to rescind any Contract in full or in part or to suspend the execution, with immediate effect, without judicial intervention, notwithstanding the other rights to which TLC is entitled (claim performance and/or compensation), where:

- (a) Customer acts in contravention of any provision of the Contract or these Conditions;
 - (b) Customer applies for suspension of payment or has been granted suspension of payment;
 - (c) Customer makes an application for bankruptcy or is declared bankrupt;
 - (d) the business of Customer is shut down or liquidated;
 - (e) a composition of creditors is offered;
 - (f) a considerable part of Customer's assets have been seized;
 - (g) Customer transfers its operations to a third party.
4. In the cases described in article 15.3 above, any claim against Customer shall be immediately payable, without TLC being held to any compensation or guarantee. Customer shall take such measures as to enable TLC to exercise its rights.

Article 16 Breach, fine

1. In the event of a breach of article 10.1, article 11.1, article 11.2 and/or article 12, Customer shall be liable towards TLC for a penalty of 50,000 euros for each infraction and a penalty of 1,000 euros for each day the infraction shall continue, without prejudice to the right to full compensation. The payment of a penalty does not release Customer from the performance of the respective obligation. The penalty is owned in addition to the performance of the obligation.
2. Customer represents and warrants vis-à-vis TLC that all of its Affiliated Companies shall comply with the obligations and undertakings as referred to in Article 16.1. Breach of any of these obligations and undertakings by any of Customer's Affiliated Companies shall be deemed to be a breach of such obligations and undertakings by Customer itself.

Article 17 Choice of law and forum

1. All offers, quotations or proposals issued by TLC, any Contracts and these Conditions shall be governed by the laws of the Netherlands.

2. Any and all disputes, including those that are considered disputes only by one of the Parties, ensuing from or relating to the Contract or these Conditions and their interpretation or execution, shall be settled by the competent court at Rotterdam.

Article 18 Miscellaneous

1. TLC shall have the right to transfer any of its rights and obligations under any Contract with Customer to any third party. Customer shall not be entitled to transfer its rights and/or obligations under a Contract to any third party without TLC's prior written consent.
2. All modifications and amendments to the Contract, including any subsequent assignment or amendment or supplemental assignment, must be made in writing. Supplementary or conflicting stipulations are only valid if they have been accepted in writing by TLC and Customer.
3. These Conditions and the Contract, including any subsequent assignment or amendment or supplemental assignment, constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, among the parties with respect to the subject matter hereof.
4. TLC shall be entitled to alter these Conditions or make any additions thereto unilaterally. TLC shall notify Customer thereof in writing. Customer accepts such modifications and additions in advance.
5. The most recently registered version or, as the case may be, the version applicable at the time of effectuation of the Contract in question shall be applicable at any time.
6. In the event that particular provisions or requirements of this Conditions and/or the Contract, including any subsequent assignment or amendment or supplemental assignment, are in violation of Dutch law or mandatory rules of the law of the country in which Customer is domiciled, the validity of other provisions or requirements shall not be

affected thereby and shall be enforced and remain in full force and effect. In the place of the null or invalid provisions a suitable regulation shall apply which approximates as closely as possible with the intention of the parties and the economic result aimed for by them in a legally effective way.

7. These Conditions and the Contract, including any subsequent assignment or amendment or supplemental assignment are in the English language only, which language shall be controlling in all respects, and all versions in any other language shall be for accommodation only and shall not be binding upon the parties. All communications made or given pursuant to these Conditions and the Contract shall be in the English language.
8. In the event of a conflict between the Contract, including any subsequent assignment or amendment or supplemental assignment, and these Conditions, the Contract c.a. shall prevail.