

**GENERAL CONDITIONS OF SALE AND DELIVERY
of VMT ECOPACK B.V., a private company with limited liability which
has its corporate seat and office at Elsloo,
6181 MA, Business Park Stein 151, The Netherlands**

Article 1: Definitions

In these general conditions of sale and delivery:

- . "customer" means: the (potential) purchaser of the products and/or services of VMT Ecopack B.V.;
- . "goods" mean: goods and/or systems delivered by VMT Ecopack B.V.

Article 2: Applicability

- 2.1 The present general conditions of sale and delivery of VMT Ecopack B.V., hereinafter referred to as the "conditions" shall, to the exclusion of all others, be applicable to all offers or quotations by and/or contracts with VMT Ecopack B.V. for the delivery of goods and/or the performance of services.
- 2.2 Conditions of any nature whatsoever applied by the customer, whether or not contained in general conditions applied by the customer, shall apply only if these conditions have been expressly accepted by VMT Ecopack B.V. in writing.
- 2.3 No mention of or reference to his own conditions of purchase, tendering or other conditions or general conditions by the customer shall be accepted by VMT Ecopack B.V., and any such mention or reference shall not result in the said conditions of purchase, tendering or other conditions or general conditions being applicable to the present contract.
- 2.4 Statements by VMT Ecopack B.V. praising its goods and concerning their field of application which are included in its quotations, circulars, communications, catalogues, recommendations, brochures, documentation etc. shall always be interpreted as general and never as referring specifically to one particular type of application. The customer shall therefore be responsible himself for specific applications of the goods for a particular type of use, unless expressly agreed otherwise in writing.

Article 3: Offers and conclusion of the contract

- 3.1 All quotations of VMT Ecopack B.V. constitute an invitation to the customer to make an offer, unless VMT Ecopack B.V. expressly states otherwise in the quotation and without prejudice to the provisions of article 3.2.
- 3.2 If, notwithstanding the provisions of article 3.1, a quotation by VMT Ecopack B.V. proves to be an offer, this offer shall be without obligation, and VMT Ecopack B.V. shall, notwithstanding article 6:219, paragraph 2, of the Dutch Civil Code not be bound until and in so far as the acceptance has been confirmed in writing or the contract formed by offer and acceptance has been actually executed by VMT Ecopack B.V.
- 3.3 The delivery time and terms quoted by VMT Ecopack B.V. shall always serve as approximations and are never binding.
- 3.4 All illustrations, drawings, data concerning weights, measurements, colours etc. and/or (one-off) recommendations, whether or not included in price lists, documentation, circulars etc., shall serve only as an approximation and are without obligation, unless VMT Ecopack B.V. expressly confirms otherwise in writing in respect of a particular quotation or order.
- 3.5 Verbal undertakings by and agreements with staff of VMT Ecopack B.V. shall not be binding on it until and in so far as they have been confirmed by it in writing.

Article 4: Instructions of the customer

- 4.1 If a contract has to be executed in accordance with the designs, drawings or other instructions of the customer, VMT Ecopack B.V. shall charge the customer a separate price agreed for this purpose or a reasonable price in case no separate price is agreed upon.
- 4.2 In the event VMT Ecopack B.V.'s goods, including semi-manufactured goods, are tailored by or on behalf of the customer, this shall be carried out in compliance with the intellectual property rights of VMT Ecopack B.V. and/or third parties. The customer warrants that third parties, which it has called in, shall comply with this obligation.
- 4.3 The customer indemnifies VMT Ecopack B.V. against all claims by third parties in respect of goods resulting from contracts as referred to in article 4.1 and the consequences of the application thereof, unless expressly agreed otherwise in writing.

Article 5: Descriptions, models and aids

- 5.1 Quotations made by VMT Ecopack B.V. and drawings, calculations, descriptions, models, tools, designs, lists of materials made or supplied by VMT Ecopack B.V. and products, equipment or software (whether trial or otherwise) made available by VMT Ecopack B.V. shall remain the property of VMT Ecopack B.V., regardless of whether costs have been charged for this.
- 5.2 VMT Ecopack B.V. reserves copyright and all other intellectual property rights in respect of all offers, drawings, calculations, illustrations, models, lists of materials, etc. made by VMT Ecopack B.V. or supplied to the customer, whether or not on the instructions of the customer.
- 5.3 The goods referred to at 5.1 and 5.2 may not wholly or partly be reproduced or shown or made available to third parties without the prior consent of VMT Ecopack B.V., nor may they be made available to third parties by the customer or alienated or encumbered on any ground and in any way whatsoever, without the express prior consent of VMT Ecopack B.V.
- 5.4 The information which is contained in the goods referred to at 5.1 and 5.2 or on which the manufacture and construction methods of VMT Ecopack B.V. are based and the goods of VMT Ecopack B.V. shall remain exclusively vested in VMT Ecopack B.V., even if costs have already been charged for this purpose to the customer.

Article 6: Prices

6.1 Prices quoted by VMT Ecopack B.V. shall be in Euro's, including packaging costs but excluding value-added tax, import and export duties, stamp duty, station or clearance dues, taxes, etc.

6.2 The prices referred to in article 6.1 shall be for ex works (FCA, Incoterms 2010) delivery by VMT Ecopack B.V. unless agreed otherwise in writing.

6.3 Notwithstanding the provisions of article 6.2, the customer shall pay the ordering costs of VMT Ecopack B.V. for orders below a size determined by VMT Ecopack B.V. in accordance with the relevant arrangement at VMT Ecopack B.V. at the time of the conclusion of the contract.

6.4 Unless agreed otherwise in writing, VMT Ecopack B.V. reserves the right in respect of goods not yet delivered to alter the sale prices, discounts and conditions of sale without prior notice, and the prices, discounts and conditions of sale applicable on the date of delivery shall apply.

6.5 In the event of an alteration pursuant to article 6.4, the customer shall be entitled to terminate the contract concluded between the parties, in so far as it has not yet been actually executed, by means of a registered letter addressed to VMT Ecopack B.V. within 8 days of the communication of these alterations, unless the alterations are to his advantage.

6.6 If Pricing factors such as sudden raw material price increase or currency rate changes after ordered and/or in conclusion of an agreement with the customer, VMT Ecopack B.V. reserves the right to apply a price correction in regards to that effect.

Article 7: Payment

7.1 Unless otherwise agreed, payment shall be made in the manner indicated by VMT Ecopack B.V. on the invoice within thirty days of the date of the invoice.

7.2 All payments shall be made at the office of VMT Ecopack B.V. or to a (bank) account designated by VMT Ecopack B.V., without any deduction or set-off by the customer.

7.3 If the customer does not pay within the agreed period, he shall be in default by law and shall owe interest at the statutory rate from the due date but at a minimum of 1% per month on the recoverable amount, for which purpose part of a month shall serve as a full month, together with all judicial and extra-judicial costs incurred in connection with the collection of the claim.

7.4 The extra-judicial costs referred to at 7.3 shall be fixed at a minimum of 10% of the amount owed.

7.5 VMT Ecopack B.V. shall always be entitled to require security for the performance of payment obligations and/or to send goods exclusively for payment cash on delivery, and to suspend performance of the contract until the above-mentioned security has been provided to the satisfaction of VMT Ecopack B.V.

7.6 If the customer refuses to provide such security, VMT Ecopack B.V. shall be entitled to terminate the contract with immediate effect or to suspend the contract, without prejudice to its right to full compensation.

7.7 Payments made by the customer shall always serve to pay off first of all the interest and costs owed and then the claimable invoices which have been unpaid the longest, even if the customer states that the payment relates to a later invoice.

Article 8: Delivery period

8.1 A delivery period expressly agreed by the parties in writing contrary to the provisions of article 3.3 shall start on the date of the written confirmation by VMT Ecopack B.V. of the order or, as the case may be, on the date referred to in that confirmation of order.

8.2 The delivery period shall be based on the conditions of work at the time of conclusion of the contract and on timely delivery of the materials ordered for the execution of the assignment. If delay occurs, other than through the fault of VMT Ecopack B.V. as a result of a change in said conditions of work or late delivery of materials ordered, the delivery period shall, if necessary, be extended.

8.3 The delivery period shall also be extended for the duration of the delay caused to VMT Ecopack B.V. as the result of a failure by the customer to comply with any obligation resulting from the contract or to co-operate in the performance of the contract.

8.4 In the event of late delivery under article 8.2 or 8.3, VMT Ecopack B.V. shall notify the customer of this as quickly as possible, and shall also give a non-binding indication of the expected date of delivery.

8.5 If the delivery period referred to above is exceeded for any reason whatsoever, the customer shall never be entitled, save where there has been intent or gross negligence on the part of VMT Ecopack B.V., to terminate the contract wholly or partly or to claim compensation for any damage or to perform work or have it performed without a judicial authorisation or to make use of any right of suspension relating to the performance of his (payment) obligations, without prejudice to the provisions of article 18.

Article 9: Delivery

9.1 Without prejudice to the provisions of article 10, the goods shall be deemed to be delivered from the moment that the customer is given written notice by VMT Ecopack B.V. that the goods are ready for dispatch or from the moment that the goods are loaded into the means of transport by or on behalf of VMT Ecopack B.V. for the agreed destination.

9.2 The risk in relation to the goods shall pass to the customer from the moment of collection of the goods at VMT Ecopack B.V. or its subcontractor.

9.3 The customer shall, in so far as this can reasonably be required of him, be obliged in all circumstances to take receipt of the goods and to ensure that the staff and equipment are available in good time for the loading and unloading.

9.4 All costs which VMT Ecopack B.V. incurs as a result of a failure to perform the obligations referred to in 9.3 or to perform them properly or in good time shall be borne by the customer.

Article 10: Retention of title

10.1 The ownership of the goods shall not pass to the customer until everything which is owed to VMT Ecopack B.V. in respect of deliveries or work, including interest and costs, has been fully paid to VMT Ecopack B.V.

10.2 The customer shall not be entitled to sell, transfer the ownership of, encumber and/or otherwise make available (de facto) the goods in any form and on any grounds to third parties before the date referred to in article 10.1 other than in the normal course of business.

10.3 If the customer fails to comply with any obligation under article 10.1, VMT Ecopack B.V. shall be entitled to retake possession of the goods subject to the reservation of ownership, without notice of default or recourse to the courts, and if necessary to dismantle them for this purpose if they are attached to other moveable or immovable property. The customer undertakes to co-operate in full with this and to return the goods to VMT Ecopack B.V. as soon as it is requested to do so.

10.4 To provide for the eventuality that the reservation of ownership lapses or VMT Ecopack B.V. is unable to rely on it, the customer hereby establishes a non-possessory pledge on the goods for the benefit of VMT Ecopack B.V.

10.5 If when the goods are applied, any other goods are created or any intermixture or accession occurs within the meaning of articles 5:13 to 5:16 of the Dutch Civil Code or loss of ownership occurs in any other way, in the sense that the customer becomes the owner of the new good (goods), the customer hereby establishes a possessory pledge on the relevant goods for the benefit of VMT Ecopack B.V. At the moment that the goods referred to above are actually made available to the customer, or to a third party designated by him, the customer shall establish for the benefit of VMT Ecopack B.V. a non-possessory pledge on the said goods to replace the above-mentioned possessory pledge.

10.6 The customer establishes for the benefit of VMT Ecopack B.V. a silent pledge on all claims of the customer which, at the moment that the contract between the customer and VMT Ecopack B.V. is concluded, exist or will be obtained directly from legal relationships between the customer and third parties relating to the manufacture, transport, service etc. by VMT Ecopack B.V. for the benefit of or, as the case may be, to the customer.

Article 11: Right of recovery

11.1 If the customer fails to comply with his payment obligation or fails to do properly or in good time, VMT Ecopack B.V. shall be entitled to reclaim possession of the goods by means of a written declaration within 6 weeks of the expiry of the payment period and within 60 days after the goods are stored by the customer or by someone on his behalf, and to terminate the contract with immediate effect. On receipt of a first summons as referred to above, the customer shall immediately return at his expense the goods to VMT Ecopack B.V.

11.2 In the event of partial payment, VMT Ecopack B.V. shall be entitled either to claim the return of the unpaid part or a proportion of the goods equivalent to that part or to repay the amount already paid and claim the return of the goods, subject to compensation for the costs, damage and interest incurred by VMT Ecopack B.V. as a result of this non-performance, without prejudice to the other statutory rights to which VMT Ecopack B.V. is entitled. The customer shall immediately co-operate with any such written claims.

Article 12: Transport

12.1 In the case VMT Ecopack B.V. is responsible for the transport the goods shall be transported by VMT Ecopack B.V. or on its behalf to the address referred to in the confirmation of order, unless expressly agreed otherwise in writing and without prejudice to the provisions of article 6.2 and 6.3.

12.2 In the event of unforeseen circumstances, VMT Ecopack B.V. shall at all times be entitled to deliver the goods to an address other than the one mentioned in the confirmation of order. VMT Ecopack B.V. shall as far as possible take reasonable account of the interests of the customer when delivering to a different address in this way.

Article 13: Acceptance/Complaint/Inspection

13.1 Complaints regarding visible defects, shall be communicated to VMT Ecopack B.V. by registered letter within eight days of the goods being unloaded at the customer's premises; if this period is exceeded, every liability of VMT Ecopack B.V. shall lapse, save where there has been intent or gross negligence on the part of VMT Ecopack B.V.

13.2 Complaints regarding non-visible defects shall be communicated to VMT Ecopack B.V. by registered letter within eight days of the date on which the customer discovered the defect or could reasonably have discovered it; if this period is exceeded, every liability of VMT Ecopack B.V. shall lapse, save where there has been intent or gross negligence on the part of VMT Ecopack B.V.

13.3 If no complaint is submitted in time, the delivery shall be deemed to have been accepted by the customer, and the customer shall lose all rights in this respect, save where there has been intent or gross negligence on the part of VMT Ecopack B.V.

13.4 Claims pursuant to article 13.1 and 13.2 shall be instituted in law within six months of the timely submission of a complaint, failing which the complaint will lapse.

13.5 In the case of a complaint, the customer shall be obliged to store the relevant goods as far as possible in the state in which they were received and to forward VMT Ecopack B.V. as quickly as possible proof that substantiates his complaint; VMT Ecopack B.V. shall in any event be sent a sample of the relevant consignment within 8 days of the dispatch of the letter in accordance with article 13.1 or 13.2. VMT Ecopack B.V. shall in any event be entitled to inspect the goods on the spot (or have them inspected) and/or to take samples (or have samples taken) from them within 4 weeks of receipt of the complaint.

13.6 Complaints shall not entitle the customer to refuse payment, unless expressly agreed otherwise in writing.

13.7 If, in the case of alleged complaints, the customer refuses to co-operate in unloading the goods and/or sends them back and if the complaints are unfounded in the opinion of VMT Ecopack B.V. or if the refusal to co-operate in the unloading or the return of the goods was not in proportion

to the nature and/or extent of the alleged defects in the goods on which the complaints are based, all costs, damage and interest incurred by VMT Ecopack B.V. as a result shall be borne by the customer.

13.8 In the event of insignificant shortcomings, in particular those which have little if any effect on the agreed or intended use of the goods, the goods shall be deemed to have been accepted. VMT Ecopack B.V. shall rectify such shortcomings as quickly as possible or, at its discretion, refund or credit a proportionate part of the purchase price for this purpose.

13.9 VMT Ecopack B.V. shall be entitled to require that the customer checks the goods at a place and time indicated by VMT Ecopack B.V., failing which the goods will be deemed to have been accepted.

Article 14: Guarantee

14.1 VMT Ecopack B.V. guarantees that the goods supplied by it are made of sound material and have been produced with good workmanship. If defects should nonetheless occur in the goods supplied by VMT Ecopack B.V. owing to faults in the manufacturing and/or material, VMT Ecopack B.V. shall, at its sole discretion, repair these defects (or have them repaired) or make available (or cause to be made available) the parts required for the repair, or replace the relevant goods completely, or re-imburse at the most the invoiced value of the goods. This guarantee shall last for maximum three months after delivery.

14.2 Claims under this guarantee shall be communicated to VMT Ecopack B.V. by registered letter within 8 days of a defect occurring. If a complaint is not communicated in time, every claim against VMT Ecopack B.V. shall lapse. Claims in law shall be instituted within 1 year of a complaint being submitted in time.

14.3 The following defects shall in any event be excluded from the guarantee, namely defects which occur in or, as the case may be, are wholly or partly the result of:

- . a failure to observe instructions for use, operating rules etc. or of use other than the normal intended use;
- . normal wear and tear;
- . assembly/installation or repair by third parties or the customer, without the prior written consent of VMT Ecopack B.V.;
- . the application of any government regulation regarding the nature or quality of the materials applied;
- . goods produced and delivered to measure, in accordance with article 4 of these conditions on the basis of designs, drawings or other instructions of the customer, unless expressly agreed otherwise;
- . materials or goods which have been supplied by the customer to VMT Ecopack B.V. for alteration or for execution of an assignment, unless expressly agreed otherwise;
- . materials and/or goods used in consultation with the customer;
- . parts obtained by VMT Ecopack B.V. from third parties in so far as such third parties have not provided a guarantee to VMT Ecopack B.V.;
- . advice provided by VMT Ecopack B.V., unless expressly provided otherwise.
- . the processing of the goods by the customer, unless VMT Ecopack B.V. has expressly mentioned a particular form of processing in its documentation, brochures etc. or has permitted this in writing without making any reservation.

14.4 If the customer fails to comply with any obligation to which he is subject under a contract concluded with VMT Ecopack B.V. or a connected contract resulting from it, or fails to do so properly or in good time, VMT Ecopack B.V. shall not be bound by any guarantee or obliged to pay compensation - by whatever name it may be called - in relation to the contracts.

14.5 Every claim under this article shall lapse if the customer proceeds with or arranges for the repair, dismantling or other work relating to the goods without the prior written consent of VMT Ecopack B.V.

14.6 If VMT Ecopack B.V. replaces parts/goods in compliance with its guarantee obligations, the replaced goods or parts shall become its property.

14.7 An allegation that VMT Ecopack B.V. has not performed its guarantee obligations shall not discharge the customer from the obligations to which he is subject under any contract concluded with VMT Ecopack B.V. nor shall it entitle him to exercise any right of suspension.

Article 15: Liability

15.1 The liability of VMT Ecopack B.V. is limited to the performance of the guarantee obligations described in article 14.

15.2 With the exception of intent or gross negligence on the part of VMT Ecopack B.V., all liability of VMT Ecopack B.V. for direct or indirect damage is excluded; for this purpose such damage shall in any event include lost turnover and/or profit in whatever form and damage as a result of liability to third parties, this list not being in any way exhaustive.

15.3 VMT Ecopack B.V. shall not be liable for:

- . the infringement of patents, licences and/or other rights of third parties as a result of the use of data provided by or on behalf of the customer;
- . damage or loss, due to any cause whatsoever, involving raw materials, semi-manufactures, models, tools, etc. made available by the customer.

15.4 The customer shall be obliged to indemnify VMT Ecopack B.V. and hold it harmless against all claims by third parties for the re-imbusement of damage for which the liability of VMT Ecopack B.V. in relation to the customer is excluded in this contract.

15.5 The customer indemnifies VMT Ecopack B.V. against all liability under product liability legislation (articles 6:185 to 6:193 of the Dutch Civil Code) or liability pursuant to similar foreign legislation whether or not based on EC Directives on Product Liability in respect of defective products (OJ EC, 7/10/85, no. L 210/29), unless it has been decided by a final judgment that there has been intent or gross negligence on the part of VMT Ecopack B.V., in which case the redress provisions of article 6:102 of the Dutch Civil Code shall apply.

Article 16: Advice

16.1 All advice, calculations, communications and statements concerning qualities, capacities and results of goods to be supplied and/or work to be performed by VMT Ecopack B.V. shall be entirely without obligation and shall be provided by VMT Ecopack B.V. by way of non-binding information. VMT Ecopack B.V. does not provide any guarantee whatsoever in this respect.

16.2 VMT Ecopack B.V. accepts no liability whatsoever for any direct or indirect damage in any form and on any account whatsoever which results from the provision of information or advice as referred to in article 16.1. The customer shall indemnify VMT Ecopack B.V. against all claims by third parties in this respect, save where there has been intent or gross negligence on the part of VMT Ecopack B.V.

Article 17: Intellectual property rights of third parties

17.1 VMT Ecopack B.V. guarantees that the goods delivered by it do not as such infringe any Dutch patents of third parties. If VMT Ecopack B.V. nonetheless has to recognise - or it is determined by a final judgment given by the Dutch courts in legal proceedings against VMT Ecopack B.V. - that goods delivered by VMT Ecopack B.V. do infringe a Dutch patent, VMT Ecopack B.V. may, at its discretion, either replace the goods concerned by goods which do not infringe the relevant Dutch patent or acquire a licence under the relevant patent or retake possession of the relevant goods in exchange for repayment of the price paid for them, less whatever depreciation may be considered normal, without being obliged to pay any further compensation and also without VMT Ecopack B.V. having to indemnify the customer in this respect in law or otherwise.

17.2 If an order must be executed in accordance with designs, drawings or other directions of the customer, the latter guarantees that no intellectual or industrial property rights or other rights of third parties will be infringed as a result.

17.3 The customer indemnifies VMT Ecopack B.V. against all claims by third parties for infringement of their intellectual or industrial property rights within the meaning of this article, whether or not such claims involve compensation.

Article 18: Suspension/Performance/Termination

18.1 Notwithstanding the provisions of articles 6:265 and 6:277 of the Dutch Civil Code, if there is force majeure affecting VMT Ecopack B.V. or other circumstances of such a nature that VMT Ecopack B.V. cannot reasonably or fairly be required to perform all or part of a contract, the performance of the contract shall be suspended wholly or partly and VMT Ecopack B.V. shall be entitled to suspend the performance of the contract for a maximum of 6 months or to terminate the contract wholly or partly. After the expiry of the period of 6 months VMT Ecopack B.V. shall be obliged to choose either to perform the contract or to terminate the contract wholly or partly.

18.2 Both in the case of suspension and termination, VMT Ecopack B.V. shall be entitled to require immediate payment of the raw materials, materials, parts and other things reserved, applied and manufactured by it for the purpose of the contract, for whatever value may reasonably be attributed to the same. In the event of partial performance by VMT Ecopack B.V., the customer shall owe a proportionate part of the total price.

18.3 Force majeure shall be deemed to include war, threat of war, riot, strikes, lock-outs, transport difficulties, import, export or transit prohibitions, fire and other serious disruptions in the business of VMT Ecopack B.V. or of its suppliers, cut-backs in production, shortage of raw materials, ancillary materials and packaging material, and any obstructive circumstance which is not solely dependent on the will of VMT Ecopack B.V., such as non-delivery or late delivery of things or services ordered in time and in the proper manner, this list being in no way exhaustive.

18.4 If the customer fails to comply with any obligation resulting from a contract concluded with VMT Ecopack B.V. or from a related contract or fails to do so properly or in good time, or if there is good reason to fear that the customer is or will be unable to perform his obligations to VMT Ecopack B.V. either in the event of suspension of payment of debts, bankruptcy, shut-down, liquidation, or partial transfer - whether or not as security - of the business of the customer, including the transfer of a major part of the claims, VMT Ecopack B.V. shall be entitled, without notice of default or recourse to the courts, to suspend its obligations under the above-mentioned contract(s) or, at its discretion, to terminate the contract(s) wholly or partly, without VMT Ecopack B.V. being obliged to pay compensation or being bound by any guarantee and without prejudice to any other statutory rights it may have.

18.5 In the event of suspension pursuant to article 18.4, the agreed price shall be immediately recoverable, after deduction of payments already made and costs saved by VMT Ecopack B.V. as a result of the suspension. The latter applies mutatis mutandis if the contract is terminated pursuant to article 18.4 without there first having been a suspension, for which purpose - if the contract is partially terminated - a proportionate part of the agreed price shall be payable. Payments by the customer pursuant to this paragraph shall be without prejudice to the other rights to which VMT Ecopack B.V. is entitled under this paragraph, including the right to full compensation.

Article 19: Protection of Personal Data

VMT Ecopack B.V. as Data Controller shall at all times process Personal Data in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR" and together, "Data Protection Laws"). For more information or any question related to the protection of Personal Data, please visit www.vmt.ecopack.com or send us an email at privacy@vmt.ecopack.com.

Article 20: General provisions/Applicable law

20.1 The customer shall not be entitled to transfer wholly or partly to third parties rights and/or obligations resulting from contracts to which these conditions are applicable, without the prior written consent of VMT Ecopack B.V.

20.2 References to articles in the contract concluded between the parties and in the present general conditions are included only for reference purposes and shall not in any way determine, limit or extend the content or interpretation of these conditions. They form no part of these conditions for any purpose whatsoever.

20.3 If one or more provisions of these general conditions prove to be null and void or if performance of them cannot be demanded for any reason whatsoever, the other provisions of these general conditions shall remain fully in force and the parties shall consult together about the void provision or the provision whose performance cannot be demanded in order to determine how the intention of the relevant provision can best be realised.

20.4 All disputes arising or resulting from quotations and/or offers given by VMT Ecopack B.V. and/or contracts concluded with VMT Ecopack B.V. shall be exclusively decided at first instance by the District Court (Arrondissementsrechtbank) Limburg, Maastricht. In deviation hereof, VMT Ecopack BV is authorized to initiate an arbitration in accordance with the Arbitration Regulations of the Dutch Arbitration Institute. In that case, the arbitral tribunal will consist of one arbitrator and the place of arbitration will be Maastricht.

20.5 The provisions of article 19.4 shall serve exclusively for the benefit of VMT Ecopack B.V.; VMT Ecopack B.V. shall therefore always be entitled to apply to the court which would, save for the provisions of article 19.4 be competent.

20.6 All offers and quotations by and/or contracts with VMT Ecopack B.V. shall be governed exclusively by Dutch law.