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- Complaints about deliveries made shall never entitle the client to suspend its payment obligation or to setoff.
  - Payments made by the client shall first serve to settle all interest and costs due and only then to settle the oldest outstanding and due invoices, even if the other party states that the payment relates to a later invoice.
  - The term of payment as mentioned in Article 11.1 is a strict deadline. In the event of late payment, the client will therefore be in default without notice of default and Looije URXS will be entitled to charge statutory commercial interest from the due date of the invoice.
5. The claim for payment of the agreed price is immediately due and payable if the client is declared bankrupt, applies for a suspension of payments, an application for his receivership is pending, any attachment is levied on his goods or claims, the client dies or, if he is a general partnership, a private limited company or a limited liability company, it goes into liquidation, is dissolved or acquires another partner.
  6. If the client is in arrears with any payment to Looije Group is overdue (even if as a result of another agreement), all amounts payable by the client to Looije Group will become immediately due and payable in full, regardless of the status of the orders. In that case, Looije Group is entitled to suspend execution of every agreement between the parties until all that has become due and payable has been paid within a period to be set by Looije Group.
  - If the term of payment referred to in paragraph 1 is exceeded, the client shall owe contractual interest of 2% per month or part of a month from the due date, without any notice of default being required. At the end of each year, the amount on which the default interest is calculated shall be increased by the interest due over that year. The client shall also owe the judicial and extrajudicial costs, which are fixed at

15% of the amount due, without prejudice to Looije Packing's right to charge the actual costs incurred, including any judicial costs, to the client if they exceed the amount thus calculated. If the statutory interest in a given period is higher than the contractual interest, the statutory interest will apply for that period instead of the contractual interest. Judicial costs include all costs incurred to collect the claim, such as the costs of seizure, litigation costs and costs of a bankruptcy petition.

8. Looije Group is entitled to stipulate sufficient security for the fulfillment of the client's payment obligations before commencing execution of the agreement or continuing the agreement. In the event of any default, the client shall be obliged to provide adequate security, including pledging, for the fulfilment of the payment obligations, to the satisfaction of Looije Group.
9. The security offered shall be such that the claim with any interest and costs thereon is properly secured.
10. If the client fails or will fail to meet its obligation to take delivery of the goods at the agreed place of delivery on time, Looije Group is authorized to store these goods at the expense and risk of the client or to sell them in a suitable manner and to recover the amount owed to it from the proceeds, provided that it has requested the client to take delivery of the goods within 5 working days. Looije Group is authorised to pay the surplus payable to the client by offsetting, even during the client's moratorium or bankruptcy.

#### ARTICLE 14: DISSOLUTION AND LIABILITY OF CLIENT

1. If the client fails to meet any obligation to Looije Group, fails to do so properly or on time, arranges a debt settlement with its creditors, applies for suspension of payment or undergoes a similar procedure, is declared bankrupt, closes or transfers its company and dies or is

placed under guardianship or, if it is a company, is dissolved, as well as if an execution is levied on its charge he will be deemed to be in default by operation of law and Looije Group will have the right, without notice of default or legal intervention, to suspend performance of the agreement or to rescind the agreement in whole or in part or to have it terminated by giving notice, such as at Looije Packing's discretion, without Looije Group being liable for any compensation or guarantee, but without prejudice to Looije Packing's other rights.

2. If Looije Group suspends execution of the agreement and still executes it later, the client is obliged to compensate Looije Group for the damage it has suffered.
3. If Looije Group cancels the agreement, the client or its legal successor will be liable for all damage suffered by Looije Group, including loss of profit, incurred losses, product damage, costs and interest, transport costs, lost or paid commission, judicial and extrajudicial costs, as well as all further costs directly or indirectly related to the sale.
4. Every claim that Looije Group will become immediately payable in the event of an attributable failure on the part of the client.

#### ARTICLE 15: INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

1. Looije Group expressly reserves any intellectual and/or industrial property rights (trademarks) in connection with products delivered by it.
2. Items delivered to Looije Group may not infringe any patent, license, copyright, breeders' rights, registered drawing or design, trademark or trade name. The supplier indemnifies Looije Group and its client against all such claims and irrevocably undertakes to compensate all damage caused by them.

#### ARTICLE 16: APPLICABLE LAW

1. All agreements concluded with Looije

Packing shall be governed exclusively by Dutch law.

2. The Dutch text is normative. For transactions with foreign countries, the applicability of the so-called 'Uniform Sales Laws' is expressly excluded and the 'Vienna Sales Convention' will apply, with the exception of articles 39, 50 and 52 of that convention.

#### ARTICLE 17 : DISPUTES

1. All disputes arising from agreements concluded with Looije Group, including claims for payment of overdue amounts, will be adjudicated to the exclusion of any other body by the competent court in the place of establishment of Looije Group.
2. The parties may, notwithstanding the provisions of paragraph 1, agree in writing to have the dispute settled by another body.



