



Bruns & King Solutions B.V. ("BKS") 2021 General Terms and Conditions of Sale, Delivery and Payment

1) Definitions.

In these terms and conditions, the following definitions apply:

- "buyer" also means "client" or "customer"
- "seller" means a member of BKS who acts as the (selling) party.
- "written" and "in writing" also includes any messages sent by fax and email, even if they are unsigned on account of their method of (automatic) transmission, or any other form of communication that, with a view to the state of the art and generally accepted practice, can be equated thereto.
- "products" means any and all products supplied or to be supplied by the seller under the agreement.
- "agreement" means every arrangement made between the seller and the buyer pursuant to which the seller and/or buyer is/are obliged to supply one or more deliverables.

2) Applicability.

1. These terms and conditions apply to every offer, quotation, order confirmation and trade agreement between the seller and the buyer.
2. The English-language version of these terms and conditions is binding. Any additions to or deviations from these terms and conditions will only be valid if confirmed by the seller in writing.
3. The applicability of any purchase or other general terms and conditions on the part of the buyer is expressly rejected.
4. The buyer accepts the applicability of our general terms and conditions and unconditionally for any and all future agreements and offers.

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5. Our terms and conditions also apply to all agreements with the seller for the performance of which third parties are engaged.
6. The seller is authorised to amend our terms and conditions. Any amendment or addition to these terms and conditions will only be valid if seller sends the amended terms and conditions to buyer in good time.
7. Should any of the provisions of these terms and conditions prove null and void or voidable, or are successfully declared void, all other terms and conditions will remain applicable.

3) Offers, Pricing, Formation of Agreements, Delivery and Delivery Times.

1. All offers and verbal promises made by the seller will be entirely without obligation, even if they state a period of time, unless expressly stated otherwise. An agreement with the seller will not be formed until the seller has confirmed the order was issued or has actually started carrying out the order issued.
2. The agreement is an agreement between the seller and the buyer. If a different delivery address is agreed upon in the order confirmation, or if this is agreed upon at a later stage, the buyer will remain responsible for all obligations towards the seller under this agreement.
3. Unless agreed otherwise, delivery will be made ex-works, which is understood to mean the seller's partner's production site. If delivery under the 'Incoterms' is agreed upon, the Incoterms valid upon conclusion of the agreement will apply.
4. In the event of ex-works delivery, the purchased products will be transported at the buyer's expense and risk and the buyer will be responsible for arranging sufficient insurance, even in the event that their own transport means are used.
5. In the event of ex-works delivery, the buyer will bear the risk of any direct or indirect damage caused to or by these products for the buyer or third parties from the moment the sold products or a part thereof are loaded for delivery purposes, unless it is

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determined the seller loaded or shipped these goods with insufficient care.

6. In the event of ex-works delivery, the buyer will be obliged to take delivery of the products the moment they are made available under the agreement. If any other kind of delivery is agreed upon, the buyer will be obliged to take delivery of the products the moment the seller has supplied the same to the buyer. If the buyer refuses to take delivery or is negligent in the provision of information or instructions that are required for delivery, the seller will be entitled to store the products at the buyer's expense and risk.
7. The delivery time will be confirmed if and after the seller has accepted an order in writing and has received from the buyer all the information and materials needed for performance. The delivery times specified by the seller are always approximate and will under no circumstances constitute deadlines. The delivery time is extended by the time that the seller is temporarily unable to deliver as a result of force majeure or exceptional circumstances, even if the seller is liable therefor according to generally accepted practice, and even if these circumstances could have been foreseen at the time the agreement was concluded or the order was awarded. In the event of overdue delivery, the buyer must give the seller written notice of default and allow the seller a reasonable period within which to meet its obligations.
8. In the event of call-off delivery, the costs and risk associated with the products will be borne by the buyer from the moment the products are in the seller's warehouse. In the event of call-off delivery, the costs and risk associated with the products will be borne by the buyer from the moment the products are in the seller's warehouse. In the case that an agreed delivery date is exceeded by seller, the ordering party may, following the fruitless expiration of an appropriate deadline set by him, withdraw from the contract. Further claims are excluded. Partial



deliveries are permissible and are regarded as being independent business transactions.

9. If no different delivery time is agreed upon in the event of a call-off delivery, the maximum period within which delivery must be called off will be three weeks, or any shorter period that is to be considered reasonable under the given circumstances. In the event of a call-off delivery, the buyer will be deemed to have agreed to the delivery having been made at the time agreed upon for call-off. If the physical delivery has not been made at that time, the seller will from that moment on act as custodian of those goods for the buyer. In that event, the seller will be entitled to charge storage costs.
10. In the case that an agreed delivery date is exceeded by seller, the ordering party may, following the fruitless expiration of an appropriate deadline set by him, withdraw from the contract. Further claims are excluded. Partial deliveries are permissible and are regarded as being independent business transactions.

4) Cancellation of and Amendment to the Agreement.

1. The buyer cannot cancel or amend the agreement without the seller's explicit consent in writing. Any request for cancellation or amendment must be submitted to the seller in writing.
2. If the seller accepts a request for cancellation or amendment, the seller will be entitled to attach conditions to its consent.
3. As a result of an amendment to the agreement, both the agreed price and the originally specified delivery period may be changed. The buyer accepts the possibility of the agreement being amended, including changes in price and delivery period.

5) Termination.

1. An agreement between the seller and the buyer may be terminated immediately in the following cases (the list is not exhaustive):

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- The buyer files for bankruptcy or is declared bankrupt, applies for or is granted a debt moratorium, a debt rescheduling procedure is declared applicable to the buyer, or the buyer's property and/or assets are seized in whole or in part under a court order.
 - The seller or buyer dies, its company is dissolved or is placed under administration.
 - After concluding the agreement, other circumstances come to seller's attention that give seller reason to fear buyer will not meet its obligations.
2. In the above cases, the seller will be authorised to suspend further performance of the agreement or to terminate the agreement, without prejudice to the seller's right to demand compensation from the buyer.

6) Payment, assignment or retention

1. All payments must be made into the seller's specified bank account without any deduction or discount. The buyer has a right to offset amounts owed to seller only in the event that his counterclaims have been legally determined or have been recognised by seller.
2. Payments to a representative or (any other) members of seller's staff will only be valid if a receipt signed by a director or attorney-in-fact of the seller is issued
3. The assignment of claims on the part of the buyer from contracts concluded with seller is excluded. The customer may only execute a right of retention in the event that his counterclaim results from the same contractual relationship.
4. Unless expressly agreed otherwise, payment must be made within 14 days of invoice date.
5. If payment is overdue, the buyer will be in default by operation of law without prior notice of default being required. From that

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moment, so-called statutory trade interest will be due as per Sections 6:119a and 6:120(2) of the Netherlands Civil Code, and any judicial and extrajudicial costs incurred in order to demand fulfilment, termination and/or compensation will be payable by the buyer, unless a court irrevocably rules against the seller in that matter.

6. The seller will always be entitled to demand (partial) prepayment or any other security for payment from the buyer.
7. If, in the event of overdue payment, the seller is forced to pass on a claim for collection to third parties, the buyer will owe the seller all the associated costs, and the extrajudicial collection costs – not including the costs associated with the enforcement of an executory title that are not included in an order for costs – will be assessed at 15% of the invoice amount subject to a minimum of €250. All payments by or on behalf of the buyer will first be used to settle all interest and costs due and, after that, to settle the principal.
8. If the payment due date is exceeded, the seller will be entitled to suspend all ongoing orders until payment has been made within the period specified by the buyer. If payment is not made within this period, the seller will be entitled to terminate all current agreements, without prejudice to the seller's rights to compensation.

7) Retention of Title and Use.

1. The products supplied by the seller, as well as any products previously supplied, will remain the (inalienable) property of the seller until the buyer has fully settled any and all amounts it owes or will owe the seller, including interests and costs, which in turn may include any compensation (for damage) due to a breach of contract. The buyer will not be entitled to sell the products supplied by the seller in any way other than within the course of its regular business operations and/or occupation.
2. Work on and processing of the goods by the customer is always on behalf of and on our order. If there is further processing

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using objects which do not belong to seller, then we have a co-ownership of the new object in the ratio of the value of the goods as delivered by seller to that of the objects otherwise processed. The same applies in the case that the goods are mixed with other objects that do not belong to seller.

3. The buyer is obligated to handle the goods with due care.
4. The buyer will not be entitled to pledge or otherwise encumber the products supplied by the seller. In the case of conduct on the part of the customer contrary to the contractual agreement and, in particular, in the event of default of payment or the breach of a major contractual obligation, we are entitled to either withdraw from the contract and to remove the goods or, without withdrawing from the contract, to demand return of the goods and take such goods back. We are entitled to dispose of goods following them being taken back, with the returns from the disposal of the goods – minus appropriate disposal costs – to be offset against the liabilities of the ordering party. The buyer hereby grants the seller right of access to those locations where the seller's products are stored in order to exercise its property rights as necessary.
5. If third parties intend to seize any products supplied subject to retention of title or to encumber them with any rights or assert any rights thereto, the buyer will be obliged to notify the seller immediately. The buyer is obligated to notify seller immediately of any change in possession of the goods and/or seller's physical or mailing address.
6. The buyer will be deemed to have transferred to the seller the title to any surplus (refuse, waste) of materials or semi-manufactures supplied by the buyer for production purposes.
7. If the laws of the country of destination of the purchased products offer more options for retention of title than provided above under (a), these further options will be deemed to have been stipulated for the benefit of the seller, provided that if it cannot be objectively established to which further rules this



provision applies, the provision above under (a) will continue to apply.

8) Warranty and liability

1. The seller warrants that the products to be supplied meet the normal requirements and standards that may reasonably be set therefor at the time of delivery and for which they are designed in case of normal use in the Netherlands.
2. The warranty referred to in paragraph (1) of this article will also apply if the products to be supplied are intended for use abroad and the buyer has expressly informed the seller thereof in writing prior to commencement of the agreement.
3. In the case of business parties, the period of warranty is 1 year from the date of delivery of the goods, when notification is timely. The product description of the manufacturer is exclusively relevant for the nature of the goods. Public statements, recommendations or advertisements of the manufacturer, on the other hand, do not constitute a contractual statement of the nature of the goods. The customer does not receive any guarantee from seller in a legal sense. Manufacturers' guarantees remain unaffected by such.
4. The warranty issued under this article will only apply if the buyer has met all its obligations to the seller.
5. If the products supplied by seller are manufactured by third parties, the warranty previously referred to in this article will be limited to the factory warranty given by the suppliers and manufacturers of the products.

9) Transit Packaging and Used Packaging Materials.

1. Unless expressly stated otherwise by the seller, transit packaging is included in the price of the products supplied. The commercial packaging does not qualify as transit packaging. The seller will not charge any deposit for the transit packaging,

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unless the seller is obliged to do so by the authorities, or the seller has expressly stated such.

2. If the seller's products are supplied on 'Euro pallets' or on pallets that are part of a pallet pool, the seller will charge for these pallets as transit packaging, unless the seller is given identical, undamaged pallets in return upon delivery.
3. If, upon delivery, the seller is required by the buyer and/or the authorities to take back any transit packaging or packaging materials supplied and used by the buyer, the associated costs, including the costs of destruction, will be payable by the buyer.
4. Insofar as not intended for one-off use, transit packaging such as roll containers, crates, boxes, pallets and suchlike will remain the property of the seller. The buyer will remain liable for the transit packaging sent to it, even if no deposit is charged therefor. The buyer will with due care keep these re-usable transit packaging materials in its custody for the seller and will be liable for any loss of or damage thereto. The buyer is obliged to return the empty re-usable transit packaging it has in its possession to the seller at its own expense as soon as possible, unless expressly agreed otherwise.
5. The seller will credit any charges (deposit) for transit packaging intended for re-use as soon as it is returned undamaged. In the event of minor damage, the seller reserves the right to deduct the associated costs from the deposit to be credited. In the event of major damage, no amount will be credited, and the transit packaging will remain at the disposal of the buyer, of which the buyer will be notified.

10) Intellectual Property Rights and Copyrights.

1. Any and all data, drawings and illustrations provided by the seller are copyrighted. The buyer is not allowed to copy these documents or give them to third parties for inspection without the seller's express permission.
2. The copyright of designs, drawings, sketches, lithographs, photographs, software, models, stamps, dies, clichés, patterns,

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formes, etc. produced by or at the behest of the seller will remain vested in the seller at all times. They may under no circumstances be reproduced or made available to third parties. For each day that the buyer violates the copyright, the seller will be entitled to claim a penalty of at least €25,000.

3. The buyer will indemnify the seller against all consequences of any infringement of any rights of third parties if the seller has used a certain image, drawing, model, form or design at the buyer's request.
4. If the buyer supplies the seller with any auxiliary materials or printed matter to be incorporated into products purchased by the buyer from the seller, the buyer will indemnify the seller expressly against any claims from third parties on account of violation of copyrights and rights under patents, trademarks or models.

11) Prices.

1. Confirmed prices are calculated by the seller on the basis of raw material and personnel costs applicable on the date of submission of the offer by seller, or, respectively, at the prices valid on the date of delivery. Unforeseen major increases in raw material prices entitle seller to demand an appropriate price adjustment from the buyer or to withdraw from the contract free of charge in regard to that part not yet fulfilled. In the case of call-off orders, successive delivery contracts and such with a delivery date of more than three months, the seller will be entitled to increase the price agreed upon on acceptance of the order subject to any relevant statutory regulations, if, after the date of formation of the agreement, the prices of raw materials, auxiliary means, parts purchased by the seller from third parties, wages, salaries, national insurance contributions, taxes, rights or dues, transport, etc. are increased, even if this is the consequence of currency fluctuations, as well as if new government levies and taxes are introduced or existing ones increased. In that event, the buyer will be entitled to terminate

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the agreement, or the part not yet fulfilled, in writing within 5 days of receipt of the notice of the price increase without being entitled to compensation.

2. The prices charged by the seller are in Euros, exclusive of VAT and other levies and any other costs to be incurred under the agreement, including shipping and administration costs, unless stated otherwise.

12) Complaints, Tolerances, Limitation of Liability.

1. To be valid, complaints must be submitted in writing to the seller as soon as possible after the buyer has detected them.
2. If the sale is a trade business transaction for both parties, the buyer will immediately examine the goods following their delivery by the seller. Obvious defects are to be reported in writing by the customer within a period of 8 days after receipt of the goods. In the event that this is not done, assertion of a warranty claim is also excluded. Should the customer neglect to notify buyer, then the goods are regarded as approved, unless it is the case of a defect which was not ordinarily recognisable during the examination. Defects which can be determined by means of tearing, sewing, welding or dying tests are not regarded as being hidden defects. However, should such a defect become evident at a later date, then notification must be made immediately after discovery; without such notification, then the goods, even taking the defect into consideration, are regarded as approved.
3. The onus for supplying the full proof for all prerequisites for claims lies with the buyer and, in particular, in regard to the defect itself, for the point in time at which the defect is determined and for the timely submission of the notification of the defect. Returns may only be effected with our prior approval.
4. The seller will do its utmost to deliver in accordance with the agreed order. Deviations in respect of any agreed weights, quantities, dimensions, colours, compositions, formulations,

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prints and/or other design details do not entitle the buyer to not accept the delivery, unless the deviation is of unacceptable proportions.

5. In order to be valid, complaints on account of shortages, deviations from the given specifications or visible damage must be noted upon receipt by the buyer. Deviations from the agreed thickness, length or width of the goods supplied must be assessed on the basis of an average item of the products supplied and not on the basis of a few individual items. Non-visible defects or shortages must be reported to the seller in writing within the warranty period. The buyer will be liable for all consequences of any failure to report immediately.
6. If a complaint has not been reported to the seller within the periods stipulated in the previous paragraphs, the warranty cannot be invoked.
7. The seller is at all times entitled to determine the nature and magnitude of any complaints at the buyer's site, or at the site where the goods are stored.
8. The maximum permissible deviation from the agreed size (length and/or width) for plastic film on rolls is 5%.
9. The maximum deviations of a single measurement from the agreed thickness are the following:
 - plastic film to 20 mu: 20%
 - plastic film from 20 mu to 50 mu: 15%
 - plastic film in excess of 50 mu: 13%
10. Any larger or smaller quantities supplied will be deemed to correspond to the agreed quantities and/or number, if the deviation in quantity or number (excluding roll cores) versus the specified quantity does not exceed:
 - +/- 30% for orders with a net weight to 500 kg.
 - +/- 20% for orders with a net weight between 500 and 1000 kg.
 - +/- 15% for orders with a net weight between 1000 and 5000 kg.
 - +/- 10% for orders with a net weight in excess of 5000 kg.
11. When applying any codes to the packaging, including the EAN code, the seller accepts no liability whatsoever for usability or

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- the consequences of not being able to read or the incorrect reading of such codes by equipment designed for the purpose.
12. Complaints do not entitle the buyer to suspend any amounts owed by it. If the complaint is justified, the seller will either pay reasonable compensation up to the amount invoiced for the products supplied or replace them free of charge, in return for the products initially supplied. The seller will not be obliged to pay any further compensation or any fees for indirect items.
 13. Legal claims against and defenses on the part of the seller based on facts that supposedly justify the statement that the product supplied does not meet the agreement will become proscribed after 1 year.
 14. Every partial delivery will be regarded as a separate delivery that must be paid for by the buyer.
 15. In the event that, following fruitless subsequent performance, the buyer chooses compensation, the goods will remain at the buyer's premises if this can be seen as being reasonable. Compensation is limited to the difference between the purchase price and the value of the defective goods.
 16. Furthermore, our liability shall be determined by the applicable statutory provisions if the Buyer asserts claims for damages based on intent or gross negligence. In the event that no intentional breach of contract on our part is determinable, our liability for compensation for damages is limited to foreseeable, typically occurring damages. We are liable in accordance with prevailing legal conditions in as far as we culpably breach a major contractual responsibility; in this case, however, our liability for any claim for compensation is limited to foreseeable, typically occurring damages. Our liability for culpable injury to life, body or health remains unaffected by such; this also applies to compelling liability according to product liability law. All other claims shall be excluded if and when legally possible.
 17. In the event that the buyer elects to store the finished goods on our premises, then the aforementioned deadlines apply from the receipt of the invoice which is issued by seller for the goods. The

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- buyer is afforded the possibility of examining the goods which are placed in storage by seller from this point in time onwards.
18. Goods may be subject to deviations in sample, colour, nature, weight, etc., which are customary in trade and commerce. In the case of products made to customer's specifications, no complaints can be considered in regard to the colour tone. The buyer is responsible for any breach of copyright in the case of items made to order. In as far as we supply technical consultation or assistance for the application of our products, this is done on the basis of our latest technical experience as an accommodation. No warranty or compensatory claims of any kind may be deduced from such.
19. The seller will have the right, at its discretion, to replace any defective products returned in their original condition, to repair the products or to refund the amount paid for the products to the buyer. In the event that the subsequent fulfilment proves a failure, the customer may, at his own discretion, choose a reduction in payment (reduction of purchase price) or cancellation of the contract (revocation). However, in the case of a mere minor contractual breach and, particularly in the case of only minor defects, the customer does not have the right to revocation.

13) Liability.

1. The seller will not be liable if the buyer has not strictly observed the seller's instructions for the manner of storage, treatment and application of the products supplied. All materials should be stored in a clean environment away from any sources of light at temperatures of 18°C~24°C and relative humidity levels of 40%~60%. Please keep delivered materials in their original outer packaging until use. The seller will not be liable for any costs and damage arising as a direct or indirect consequence of:

- Force majeure as referenced in Article 14 of these terms and

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conditions;

- Negligence on the buyer's part in safeguarding of products supplied;
- Any damage to the products supplied as a result of external mechanical, chemical or biological influences;
- Normal wear and tear of the products supplied;
- Extraordinary temperature or humidity conditions in the area where the products supplied are applied and/or delivered;
- Discoloration of the products supplied due to influence of light;
- Any other external cause not reasonably attributable to the seller;

2. The seller will not be liable for any damage caused by incompetent use, the use of products for purposes for which they are not designed or any use of products that could not reasonably be expected.

3. The seller is not liable for any loss or damage and/or defects other than expressly provided for in writing in the relevant agreement or in these terms and conditions. If the seller has been found liable, the seller will not be liable for more than the price of the products in question.

4. The seller will not be liable for any indirect loss caused by products supplied by the seller, including consequential loss, loss of profits, missed savings, loss due to business interruption, loss as a result of liability towards third parties, and any and all damage or losses that do not qualify as indirect loss for the buyer as referenced in these general terms and conditions.

14) Force Majeure.

1. In addition to how it is defined by law and case law, in these general terms and conditions force majeure is understood to mean all foreseen or unforeseen external causes beyond the seller's control that prevent the seller from meeting its obligations, both in the seller's business and during storage or

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transport (whether provided in-house or otherwise). This also applies to the impact of these same circumstances on third parties from whom the seller procures some or all of the goods required. Force majeure includes but is not limited to:

- Force majeure on the part of seller's suppliers;
- Failure by the seller's suppliers to fulfil their obligations duly;
- Deficiency of products, equipment, software or materials of third parties which the buyer has required the seller to use;
- Government measures;
- Failures in power, internet, computer network and/or telecommunication facilities;
- General transport problems;
- The extraordinary unavailability of one or more members of staff at either BKS or its suppliers;
- Work strikes;
- Fire;
- Water damage;
- Defects in machines, including computer hardware;
- import, export and/or transit bans;
- any other circumstances that impede normal business operations as a result of which the buyer cannot reasonably expect the seller to fulfil the agreement.

2. In the event of force majeure, the seller will be entitled to extend the delivery time of the products by the duration of the force majeure.
3. If the seller is unable to fulfil its obligations under the relevant agreement in whole or in part as a result of facts or circumstances that are beyond the seller's reasonable control, the seller will be entitled to temporarily suspend the fulfilment of its obligations to the buyer under the relevant agreement until those circumstance or facts have come to an end. If these circumstances or facts persist or are likely to persist for more than sixty (60) days, the seller will be entitled to terminate the relevant agreement in whole or in part without being liable to pay the buyer any compensation.

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15) Applicable Law and Disputes.

1. All agreements concluded and any disputes between the seller and the buyer ensuing therefrom will be governed solely by Dutch law.
2. All disputes ensuing from the agreement, including claims on the part of the seller, will be brought solely before the competent court in the jurisdiction where the seller has its registered office
3. The applicability of the Vienna Sales Convention is expressly excluded.

16) Filing and Effective Date

These terms and conditions have been filed with the Dutch Chamber of Commerce (K.v.K) and will come into effect on 1 February 2021