

## 1. Definitions

In these general terms and conditions and the agreements to which they have been declared applicable, the following terms are accorded the following meanings:

**Purchaser:** the natural person or legal entity acting as a company, which is registered in the trade register and wishes to purchase certain Products or Services from Bandall;

**General terms and conditions:** these general terms and conditions;

**Bandall:** Bandall B.V., established in (3454 PS) De Meern, Damzigt 45, registered with the Chamber of Commerce under number 30094569, also acting under the names Bandall B.V., Com-Benelux, BANDALL BENELUX and Bandall International;

**Service(s):** the activities described in the Quotation and to be performed by Bandall for the Purchaser, including designing, developing, (re)installing, assembling, testing, maintaining, programming, cleaning and repairing Products, providing demonstrations, training operators and technicians working with the Products;

**Quotation(s):** the written (or electronic) description of the Products and/or Services to be supplied by Bandall to the Purchaser, to which the general terms and conditions apply;

**Agreement(s):** the agreement(s) between Bandall and the Purchaser, any amendment or supplement thereto, and the general terms and conditions applicable to Agreements;

**Product(s):** the bundling machines and the components thereof and/or banding solutions with banding rolls of foil or paper supplied or to be supplied by Bandall to the Purchaser, including product documentation, instructions for use and packaging;

**Website:** the website of Bandall, <https://www.bandall.com>.

## 2. General

- 2.1 These General Terms and Conditions form an integral part of each Agreement, Quotation or order confirmation and are also applicable to all other existing and/or future transactions, legal or otherwise, between Parties, whether preparatory or executory in nature.
- 2.2 The applicability of other general terms and conditions (including those of the Purchaser) is expressly excluded.
- 2.3 Conditions that deviate from these General Terms and Conditions only apply insofar as they have been explicitly accepted by Bandall in writing and moreover apply only to the

Agreement concerned.

- 2.4 Amendments and additions to any provision of the Agreement are deemed valid only if they have been laid down in writing and signed by both parties.
  - 2.5 If any stipulation in these General Terms and Conditions, or in the Agreement, is for any reason partially or completely null or void or is nullified or voided, the other stipulations in these General Terms and Conditions or the Agreement nonetheless remain in effect.
  - 2.6 If any stipulation in these General Terms and Conditions, or in the Agreement, is for any reason partially or completely null or void or is nullified or voided, Parties must negotiate the terms of a new stipulation which mirrors as closely as possible the substance and the intent of the original stipulation.
  - 2.7 In the event of uncertainty as to the interpretation of one or more stipulations in these General Terms and Conditions, they must be interpreted in the spirit of the stipulation or stipulations concerned.
  - 2.8 In situations not regulated by these General Terms and Conditions, Parties must assess the situation in the spirit of these General Terms and Conditions.
  - 2.9 Failure by Bandall to require strict compliance with these terms and conditions at all times does not imply that the provisions of these terms and conditions do not apply at all, or that Bandall has given up its right to require strict compliance with these terms and conditions in other cases.
  - 2.10 The term "in writing" with regard to communications between Bandall and the Purchaser also refers to electronic communications. Bandall's electronic system is the sole source of proof of the content and time of receipt and transmission of the electronic communications in question.
  - 2.11 In interpreting the meaning of these General Terms and Conditions, the Dutch version supersedes all other versions.
  - 2.12 In the event of any inconsistency between an Agreement, these General Terms and Conditions and the Quotation, precedence is given, in descending order, to the Agreement, these General Terms and Conditions and, finally, to the Quotation.
- ## 3. Provision of information to the Purchaser
- 3.1 Prior to the conclusion of an Agreement, the Purchaser must provide Bandall with all essential information in connection with the Products or Services provided by Bandall. The Purchaser guarantees the accuracy and completeness of the information provided by or on behalf of the Purchaser on which Bandall bases its Quotation.
  - 3.2 All Quotations and tenders extended

by Bandall are extended without obligation, except when and insofar as otherwise stated by Bandall. If a non-binding Quotation is accepted by the Purchaser, Bandall is nonetheless entitled to revoke the Quotation within five working days of receiving notification of the acceptance.

- 3.3 The content of all price information, other information, brochures and any other details provided with a Quotation are stated as accurately as possible. The data in question are only binding on Bandall if this has been explicitly confirmed in writing by Bandall. Obvious mistakes or errors in the Quotation are not binding on Bandall.
  - 3.4 A Quotation is valid for 2 months from the day the Quotation is dated unless the Quotation explicitly states otherwise or unless agreed otherwise in writing by the parties. If the Purchaser does not accept a Quotation within this period, Bandall is entitled to change the conditions and the price stated in the Quotation.
- ## 4. Formation of the Agreement
- 4.1 An Agreement is deemed to be concluded only in the event that Purchaser accepts the Quotation and written confirmation of the Agreement has been provided to Purchaser by Bandall, or once the performance of the Agreement has commenced.
  - 4.2 No derogation from the terms of the Quotation, whether or not of subordinate significance, is binding on Bandall, unless the derogation is expressly accepted by Bandall.
  - 4.3 In the event no Quotation, Agreement and/or order confirmation has been sent, the invoice will function in its stead, and is deemed to correctly and completely reflect the terms of the Agreement.
  - 4.4 Each Agreement is entered into under the suspensive condition of the Purchaser's creditworthiness.

## 5. Prices and rates

- 5.1 If prices and/or rates of price-determining factors, wages, materials, currency differences, transport costs, import duties or insurance rates are increased for any reason whatsoever, Bandall is entitled to change the agreed price accordingly.
- 5.2 If the performance of an Agreement by Bandall is delayed at the request of the Purchaser or due to the absence of data or instructions, the provision of erroneous data or other causes on the part of the Purchaser, Bandall is entitled to increase the prices with any additional costs incurred as a result thereof, such as lost interest.

## 6. Billing and payment

- 6.1 Invoicing takes place after delivery unless agreed otherwise in writing.
- 6.2 The Purchaser must pay the total amount stated on the invoice, including VAT, within 30 days of the

invoice date at the latest unless agreed otherwise in writing. The Purchaser is not entitled to suspend its payment obligations, not even in the event of a claim.

- 6.3 Full payment must be made to the bank account of Bandall whereby no deductions, withholding, or adjustments are allowed, also in the event Purchaser has lodged a claim. The value date specified on Bandall's bank statements is regarded as the date of payment.
- 6.4 If the invoice is not paid in full within 30 days, Purchaser will be in default without need of further notification. Interest will accrue at the rate of 1,5% of the late payment per month or part thereof from the date that Purchaser is in default until the date payment in full is credited, whereby a part of a month counts as a full month, or at the commercial rate specified in article 6:119a of the Dutch Civil Code ("DCC") if the commercial rate is higher than the contractual rate. Compound interest accrues annually, pursuant to article 6:119a of the DCC.
- 6.5 Purchaser is obliged to pay all judicial and extrajudicial (collection) expenses. These include, but are not limited to, costs relating to seizure, petition of bankruptcy, and debt collection, as well as expenses incurred by Bandall for legal representation, process servers, and the consultation of other specialists. Bandall is entitled to charge Purchaser extrajudicial debt collection expenses amounting to at least 15% of Purchaser's entire late payment, with a minimum of EUR 750.- plus VAT, without prejudice to Bandall's right to seek full compensation for damage and costs related to the collection of payments due.
- 6.6 At or upon conclusion of the Agreement, the Purchaser is obliged to make advance payments in the amounts indicated by Bandall at Bandall's first request. Bandall is not liable for interest on advance payments.
- 6.7 Any objection to the invoice must be brought to the attention of Bandall within 14 days of the invoice date, failing which the invoice is deemed to have been found in order and accepted by Purchaser, and for which no further complaints will be accepted.
- 6.8 In the event of an Agreement that is performed incrementally, Bandall is entitled to invoice each partial performance.
- 6.9 Incoming payments are always first applied to settle judicial and extrajudicial costs, fines and interest, and are subsequently applied to settle the oldest accounts outstanding at Bandall, irrespective of any other instructions given by the Purchaser.

## 7. Delivery, transport, risk

- 7.1 Delivery of Products will take place on Free Carrier ("FCA") terms unless

agreed otherwise in writing. The term FCA will be accorded the meaning specified in the most recent version of the Incoterms published by the International Chamber of Commerce in Paris, France, at the time of entering into an Agreement.

- 7.2 The Products are at the expense and risk of the Purchaser from the moment they are presented for delivery at the location agreed with the Purchaser, as indicated in Article 7.1.
- 7.3 Bandall has fulfilled its obligation to execute delivery if the Purchaser has had an opportunity to take receipt of the purchased goods at the agreed place and time.

## 8. Taking Delivery

- 8.1 The Purchaser is obliged to cooperate with the delivery process, as well as to take delivery of the Products.
- 8.2 In the event that the Purchaser fails to take delivery of the Products, Bandall reserves the right to pass on any related costs (including the cost of storage and transport) to the Purchaser.
- 8.3 Delivery is deemed to have been refused if the ordered Products have been presented for delivery but were unable to be delivered. The day on which delivery is refused is deemed to be the day of delivery.

## 9. Delivery times and terms of delivery

- 9.1 Delivery times and terms of delivery commence on the first working day subsequent to the conclusion of the Agreement.
- 9.2 The delivery times and terms of delivery indicated or agreed by Bandall will be based on the information and circumstances known at the time the Agreement was concluded.
- 9.3 Specified or agreed delivery times and other terms are approximate and must never be taken to imply a strict deadline. In the event of non-timely performance, the Purchaser must give Bandall notice of default in writing, specifying a reasonable term for performance. The Purchaser is entitled to dissolve the Agreement by means of a written notice only if and insofar as Bandall has failed to deliver the Products yet to be supplied within a reasonable period agreed in writing with the Purchaser after the aforementioned delay.
- 9.4 Delivery times/terms of delivery will be extended by the time that the performance of the Agreement is delayed due to force majeure.
- 9.5 Delivery and/or installation will be suspended as long as the Purchaser has not fulfilled its payment or payment guarantee obligations vis-à-vis Bandall or if the Purchaser fails to fulfil or fails to adequately fulfil its (information) obligations in connection with the delivery or installation of the Products.
- 9.6 Bandall cannot be held liable for any

direct or indirect damage as a result of non-compliance with delivery times or other terms.

## 10. Retention of title and other securities

- 10.1 All models, records, (company) films, drawings, photographs, stamps, other images, sound and data carriers or other auxiliary resources originating from Bandall, if any, remain its property at all times. The Purchaser is not entitled to reproduce, publish or make them available to third parties.
- 10.2 With due observance of the provisions of article 10.3, all Products supplied by Bandall to the Purchaser remain the property of Bandall until the moment that all its claims against the Purchaser with regard to Products supplied pursuant to an Agreement have been settled in full, including claims arising from a failure to perform an Agreement (such as interest, costs and penalties), as referred to in article 3:92 of the DCC. The Purchaser is not entitled to a right of retention on these Products.
- 10.3 The Products may be resold or used by the Purchaser in the course of its normal business operations, but no security right may be established on them as long as Bandall retains the title to the Products.
- 10.4 With regard to all Products that are subject to retention of title by Bandall, the Purchaser is obliged to observe generally accepted standards of due care, to grant Bandall access to those goods and to inform Bandall immediately in writing of any action by third parties that has or could have a detrimental effect on Bandall with regard to the Products supplied.
- 10.5 Bandall retains the right to repossess Products supplied to the Purchaser that remain the property of Bandall, or to have them repossessed, if the Purchaser fails to fulfil its obligations or if Bandall has reason to believe that the Purchaser will not fulfil its payment obligations. The Purchaser is under an obligation to allow repossession to proceed. The costs incurred repossessing the goods are borne by the Purchaser. In the event that Products are repossessed, the Purchaser will be credited on the basis of the invoice value, or, in the event of damage to the Products, on the basis of the fair market value.
- 10.6 With regard to all Products held by Bandall for the Purchaser, Bandall retains a right of retention for as long as the Purchaser has not fulfilled its obligations.
- 10.7 The Purchaser is obliged, at first request, to furnish additional security for the fulfilment of its obligations vis-à-vis Bandall (such as the provision of a satisfactory bank guarantee) any time Bandall requests Purchaser to do so.
- 10.8 Purchaser is obliged to point out to third parties (such as trustees and

distrainers who purport to claim any right with regard to the Products on which Bandall has a retention of title) the retention of title by Bandall. The Purchaser must in that case immediately notify Bandall of what has transpired, by letter and by e-mail.

## 11. Warranty ("garantie under Dutch law")

- 11.1 With due observance of the provisions stipulated elsewhere in these conditions, Bandall hereby guarantees the soundness of the materials used for its Products and the construction thereof as well as the Services performed by it. The warranty (under these General Terms and Conditions to be qualified as a 'garantie' under Dutch law) is extended on the understanding that all Products that the Purchaser demonstrates to be defective during the guarantee period of 12 months subsequent to delivery or 12 months subsequent to the rendering of Services as a direct result of their design, faulty workmanship, use of faulty materials or faulty Services rendered by Bandall, will be replaced or repaired by Bandall free of charge (at its discretion) or (in the event of faulty Service) will be rendered again by Bandall.
- 11.2 Bandall's obligations pursuant to article 11.1 will not apply, however, if:
- a defect results from the fact that Bandall has received incomplete or incorrect information with regard to the execution of the relevant Agreement;
  - a defect results from a fault or change to the configuration (as used in combination with the Products);
  - a defect results from normal wear and tear of certain parts, such as intensive use of the printer and accessories (and this occurs within 12 months);
  - the statutory provisions and/or instructions given by Bandall for the assembly, re-assembly, use and/or inspection and maintenance of the Products have not been observed;
  - the Products as supplied have been used improperly or have not been properly maintained in accordance with the agreed or customary purpose or instructions for use;
  - alterations or repairs to the Products have been carried out without the prior written consent of Bandall;
  - the Products supplied have been affected by external factors such as fire, water damage, etc.;
  - the Purchaser has not fulfilled or has not properly fulfilled an obligation vis-à-vis Bandall arising from the underlying Agreement, or has failed to do so in a timely manner.

- 11.3 If Bandall replaces Products or components thereof in the course of fulfilling its guarantee obligations, these become the property of Bandall from the moment the replacement is made.
- 11.4 At Bandall's first request, the Purchaser must return the defective Products or components thereof to Bandall at its own expense, as per Bandall's instructions.
- 11.5 The repair or replacement of Products or re-assembly thereof does not interrupt or extend the warranty or complaint periods. If a non-wearing component is replaced (such as an engine), the Purchaser regains a 1-year warranty on that component.
- 11.6 Travel, delivery and accommodation costs of Bandall with regard to (extra) Services and/or (parts of) Products under this article are at the expense and risk of the Purchaser unless agreed otherwise in writing.

## 12. Inspection and claims

- 12.1 If and insofar as an Agreement does not specifically provide for acceptance inspection of the Products upon delivery, the Purchaser must inspect the Products (including packaging and instructions for use) as thoroughly as possible and check that they are complete as soon as they are delivered.
- 12.2 The Purchaser must inform Bandall in writing and stating the reasons as soon as practicable, in any case within 14 calendar days of delivery, about missing or damaged Products or components thereof, packaging, deviations in size or quantity, or other deviations from the agreed product specifications that can reasonably be discovered by means of a fair inspection of the Products upon delivery.
- 12.3 Any malfunction or defect that cannot reasonably be detected within the aforementioned period must be reported to Bandall in writing and stating the reasons immediately upon discovery and at the latest within 12 months of delivery of the Products.
- 12.4 Within 14 days of submitting a complaint, the Purchaser must provide Bandall with the following information: date of delivery, address at which the Products were delivered, a detailed description and motivation of the complaint and other relevant information to properly assess the complaint, such as pertinent visual imagery.
- 12.5 Submitting a complaint does not suspend the Purchaser's payment obligations. The Purchaser remains obliged in that case to accept delivery of and pay for any other Products ordered.
- 12.6 Complaints must be made in writing and in accordance with the procedures and within the time limits as stipulated in this article. Failing this, complaints will not be dealt with and

there will be no further obligation or liability on the part of Bandall vis-à-vis the Purchaser with regard to the Products or Services concerned. The Purchaser is also bound to store any defective components and to return them to Bandall free of charge at Bandall's first request.

- 12.7 If and insofar as Bandall finds a complaint to be well-founded, Bandall is only obliged to remedy the defect(s) at its discretion or (in the event of a complaint about supplied quantities or missing parts) supplement the supplied goods, whereas the Purchaser has no right to claim any additional compensation.
- 12.8 For items that Bandall procures from third parties, its obligations vis-à-vis the Purchaser can never be greater, nor of longer duration than the (guarantee) obligations of those third parties vis-à-vis Bandall. Bandall is discharged of its obligations vis-à-vis the Purchaser as soon as it has transferred its claim on that third party to the Purchaser.
- 12.9 Complaints do not release the Purchaser from its payment obligations vis-à-vis Bandall.
- 12.10 Bandall is entitled to suspend subsequent Deliveries until complaints are determined to be unfounded or have been remedied or the parties have reached a settlement in the matter.
- 12.11 Products can only be returned with the prior written permission of Bandall, under conditions to be determined by Bandall.
- ## 13. Liability / indemnification
- 13.1 Bandall's liability vis-à-vis the Purchaser is limited to the provisions of Articles 11, 12, and 19.
- 13.2 Bandall cannot be held liable for any other direct or indirect damage, including consequential damage, loss of profits, suffered losses, missed savings, damage due to business interruptions or damage as a result of claims filed by third parties against the Purchaser, in connection with or arising from an Agreement with the Purchaser or an Agreement yet to be concluded with the Purchaser or any other obligation under the law (such as an unlawful act, *in Dutch: 'onrechtmatige daad'*).
- 13.3 Bandall cannot be held liable for damage caused by the actions or omissions of personnel of Purchaser or third parties who perform services for Purchaser, including but not limited to recommendations and/or advice as to the use of the Products, except for damage due to intentional or gross negligence on the part of Bandall.
- 13.4 In the event recommendations have been issued, this does not release the Purchaser from its obligation to inspect Products (in each case) for suitability of purpose, and if necessary to discontinue their use. The actual application and use of the Products

are entirely at the expense and risk of the Purchaser. Bandall is not liable for this.

- 13.5 Bandall can under no circumstances be held liable for damage if and insofar as it results from failure to comply with directions/instructions given by Bandall or failure to comply with the user, inspection and/or maintenance requirements of Products or equipment/hardware/software used in combination therewith by the Purchaser or employees or third parties hired by it.
- 13.6 The Purchaser is forbidden to address staff members of Bandall and parties engaged by Bandall personally in connection with an Agreement.
- 13.7 The Purchaser must hold Bandall liable for any damage suffered or that it expects to suffer no later than one calendar month after it becomes aware or could reasonably have become aware of a damage-inducing circumstance. All claims for damages brought against Bandall, except for claims that have been acknowledged by Bandall, will lapse by the mere passage of 12 calendar months from the date on which the claim arose.
- 13.8 Any conditions that limit, exclude or determine liability and that can be invoked against Bandall by Bandall's suppliers in connection with the Products supplied may also be invoked by Bandall against the Purchaser.
- 13.9 The employees of Bandall or auxiliary personnel engaged by Bandall for the performance of the Agreement may invoke any defence that can be derived from the Agreement vis-à-vis the Purchaser as if they themselves were parties to the Agreement.
- 13.10 In the event that Bandall, notwithstanding the preceding, is obliged to pay damages (in accordance with standards of reasonableness and fairness), the Purchaser explicitly acknowledges that Bandall's liability vis-à-vis the Purchaser, contractually or otherwise, is, in any case, limited to the amount for which Bandall's liability insurance provides coverage.
- 13.11 In the event that Bandall, notwithstanding the stipulations of article 13.10, is obliged to pay damages (in accordance with standards of reasonableness and fairness), the Purchaser explicitly acknowledges that Bandall's liability vis-à-vis the Purchaser, contractually or otherwise, is, in any case, limited to the invoice value of the Product purchased by the Purchaser that gave rise to the event that caused the damage, or (if this is lower) an amount of EUR 3,000 in total for each series of events arising from one and the same cause.
- 13.12 The Purchaser is obliged to indemnify and compensate Bandall, its employees and third parties engaged by it in the event of claims by third parties connected with the sale/delivery, as well as the presence and/or the utilisation of the Products in

respect of damage for which Bandall is not liable on the basis of the Agreement.

#### **14. Force majeure**

- 14.1 If Bandall is prevented by force majeure of a permanent or temporary nature from executing or continuing to execute the Agreement, regardless of whether the force majeure could have been foreseen, Bandall is entitled, without any obligation to pay damages, to dissolve the Agreement in whole or in part by means of a written notice to that effect without judicial intervention, without prejudice to Bandall's right to payment by the Purchaser for performance already executed by Bandall prior to the existence of the force majeure situation, or to suspend the (further) execution of the Agreement in whole or in part. Bandall will inform the Purchaser as soon as possible of the situation of force majeure. In the event of a suspension, Bandall is nevertheless entitled to dissolve the Agreement in whole or in part.
- 14.2 Force majeure includes all circumstances as a result of which Bandall is temporarily or permanently unable to fulfil its obligations, such as fire, frost, strikes or lockouts, riots, war, government measures such as import or export restrictions, failure of suppliers to meet their obligations, power failures, computer, interruption to telephone and internet services, theft or embezzlement from Bandall's warehouses or workshops and furthermore all circumstances in which it cannot reasonably be expected of Bandall that it (further) fulfil its obligations vis-à-vis the Purchaser. Force majeure on the part of Bandall's suppliers is deemed to be force majeure on the part of Bandall as well.
- 14.3 If the force majeure on the part of Bandall lasts longer than 3 months, the Purchaser is entitled to dissolve the non-executable portions of the Agreement by means of a written statement, without prejudice to the provisions of Article 19.

#### **15. Execution by third parties**

- 15.1 Bandall is entitled to engage third parties for the execution of the Agreement.

#### **16. Permits, authorisations and legal requirements**

- 16.1 The Purchaser must ensure, at its own expense, that it has obtained in a timely manner all permits, authorisations, certificates and registrations required pursuant to the applicable (national or European law or other) regulations for the commercial resale, purchase and use of the Products (if applicable in combination with other equipment) and/or that it has the legal capacity that entitles it to do so.

- 16.2 The Purchaser will comply with all requirements applying to it pursuant to national and European legislation, decisions, rulings and decisions of competent authorities, guidelines for the sector, and requirements relating to permits, certificates and registrations in connection with the resale, purchase and use of the Products (in combination with other equipment).

#### **17. Certification, intellectual and industrial property rights**

- 17.1 All rights to registered Products supplied by Bandall, including industrial and intellectual property rights, are vested exclusively in Bandall or its licensors. The sale and delivery of the Products to the Purchaser creates no other rights with regard to the rights concerned.
- 17.2 The copyright on sketches, drawings, lithographs, photographs, software, models and the like designed or created by Bandall remains vested in it, even if Purchaser has placed an order for any such creation.
- 17.3 Purchaser is not permitted to remove or alter any markings pertaining to (quality) mark certification, such as CE markings, trade names, patents or other rights arising from the Products supplied by Bandall.
- 17.4 Bandall is not liable for infringements of intellectual or industrial property rights owned by third parties caused by combining Products or components thereof supplied by Bandall with equipment or products sourced from third parties other than Bandall or caused by alterations to the Products supplied by Bandall without Bandall's permission.
- 17.5 The Purchaser is not permitted to remove (in whole or in part) any identifying marks affixed to the Products or to render those marks invisible or illegible.

#### **18. Attributable breach / dissolution and termination of the Agreement / compensation / suspension**

- 18.1 If:
- Purchaser has filed for its own bankruptcy, is declared bankrupt or applies for a payment moratorium; or
  - a decision to liquidate the Purchaser or to terminate the Purchaser's business activities or to sell the Purchaser's business activities or to change the nature of the Purchaser's business activities substantially in Bandall's opinion is taken and/or implemented; or
  - Purchaser fails to fulfil or fully fulfil any of its obligations vis-à-vis Bandall by virtue of the law or pursuant to contractual conditions; or
  - Purchaser fails to pay an invoice amount due to Bandall within the set term; or



- e. all or part of the Purchaser's assets are seized; or
- f. a situation comparable to those described under letters a through e occurs under the laws of the country in which the Purchaser has its registered offices,
- the Purchaser is deemed to be in default by operation of law and the (remaining) debt of the Purchaser vis-à-vis Bandall is immediately due and payable. Bandall will then be entitled to dissolve or terminate (*in Dutch: 'ontbinden of opzeggen'*) the Agreement in whole or in part immediately without notice of default or judicial intervention or to suspend its obligations, all without prejudice to Bandall's other rights, such as its rights with regard to already expired fines, interest, and compensation. Bandall will not be obliged to pay any compensation to the Purchaser in the event of dissolution (*in Dutch: 'ontbinding'*) or termination (*in Dutch: 'opzegging'*) of the Agreement in accordance with the provisions of this article.
- 18.2 In the event of a situation as referred to in paragraph 1, Bandall is entitled to take back the Products unfettered by any rights of Purchaser and without any obligation to return the Products to Purchaser. Should that situation arise, Bandall and its authorized representatives are entitled to enter the premises/buildings of Purchaser in order to take possession of the Products. Purchaser is obliged to take all necessary measures to enable Bandall to exercise its rights.
- 18.3 If the Agreement is dissolved or terminated pursuant to this article before the ordered Products have been delivered, Bandall will be entitled to the full price agreed for those Products, minus any direct savings for Bandall resulting from the dissolution/ termination.
- 18.4 Upon dissolution/termination of the Agreement, those provisions which by their nature are intended to remain in force will remain in force.
- 19. Obligation to provide information, safety measures, and recall**
- 19.1 The Purchaser is obliged to inform Bandall immediately in the event that one of the circumstances referred to in article 18 occurs, or in the event of force majeure on the basis of which it cannot fulfil its obligations vis-à-vis Bandall.
- 19.2 The Purchaser must also immediately inform Bandall in case of problems with or complaints about the Products.
- 19.3 The Purchaser is obliged to comply immediately with (measures in connection with) safety warnings, safety checks and the replacement of Product components for safety reasons.
- 19.4 The Purchaser is also obliged to comply immediately in the event of a Product recall initiated by Bandall.
- 19.5 Any damage or cost incurred by the Purchaser in connection with the provisions of this article will be reimbursed up to a maximum of the amount of the invoice value of the Products originally supplied or taken back, as charged by Bandall. Purchaser's loss of turnover and profit will not be reimbursed.
- 20. Applicable law and Arbitration**
- 20.1 All Agreements concluded by the parties are governed by Dutch law.
- 20.2 Any dispute arising from or in connection with the present agreement or any further agreements ensuing therefrom will be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute ("NAI").
- 20.3 The arbitral tribunal referred to in Article 20.2 consists of one (1) arbitrator. The arbitral tribunal will be appointed in accordance with the so-called list procedure as detailed in the most recent version of the NAI's Arbitration Regulations.
- 20.4 The seat of arbitration will be De Meern (Utrecht), at Brandall's registered offices located at (3454 PS) De Meern, Damzigt 45.
- 20.5 The arbitration procedure will be conducted in the Dutch language, unless the parties deviate from that stipulation in writing.
- 21. Amendments**
- 21.1 Bandall reserves the right to make amendments to the Agreement and/or the General Terms and Conditions. Bandall will inform Purchaser of these amendments. Barring receipt by Bandall of a written objection within 14 working days of notification of the amendments, Purchaser is deemed to have accepted the changes.

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