



GENERAL TERMS AND CONDITIONS RUITEN FOODPACK / H. VAN RUITEN & ZN. B.V.

Article 1 – Definitions

1. Ruiten Foodpack: H. van Ruiten & Zn. B.V., established in Roelofarendsveen, The Netherlands, Chamber of Commerce no. 28009108.
2. Customer: the party which Ruiten Foodpack has entered into an agreement with.
3. Parties: Ruiten Foodpack and customer together.

Article 2 – Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Ruiten Foodpack.
2. Deviations from and/or supplements to these General Terms and Conditions shall only bind Ruiten Foodpack in so far as these have expressly been agreed in writing. Save for such deviations and/or supplements these General Terms and Conditions shall otherwise continue to be in full force and effect.
3. The parties **expressly exclude the applicability** of supplementary and/or deviating general terms and conditions/purchase terms and conditions of the customer or of third parties.

Article 3 – Offers and quotations

1. Offers and quotations from Ruiten Foodpack are without engagement, unless expressly stated otherwise by Ruiten Foodpack in writing.
2. An offer or quotation is valid for a maximum period of 2 weeks from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

Article 4 – Acceptance

1. Upon acceptance of a quotation or offer without engagement, Ruiten Foodpack reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.



2. Verbal acceptance of the customer only commits Ruiten Foodpack after the customer has confirmed this in writing (or electronically).
3. If the customer places an order with Ruiten Foodpack, the customer shall be deemed to have accepted the General Terms and Conditions of Ruiten Foodpack.

Article 5 – Prices

1. All prices used by Ruiten Foodpack are in euros, are exclusive of VAT and exclusive of any other costs such as duties, levies, administration costs, analysis, storage costs, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Ruiten Foodpack is entitled to adjust all prices for its products or services, shown on its price lists, on its website or otherwise, at any time.
3. The prices shall be based on cost factors, such as material prices, salaries, social charges, energy costs, taxes etc., applicable at the time of the order confirmation of Ruiten Foodpack. If, after acceptance of the quotation or after acceptance of the order and before the moment of actual delivery, the prices of raw materials, energy, wages and freight or the rate of (environmental) levies are/is increased by at least 5% (or as otherwise agreed in the quote), Ruiten Foodpack is entitled to pass on said increases to the customer. The increases referred to in this article shall be announced by Ruiten Foodpack in writing and shall be deemed to have been accepted if no objection is filed within 7 days. In the event of any objection, the parties shall strive to still reach agreement within 7 days after filing of the objection. If no agreement is reached on this matter, both parties will be authorized to dissolve the agreement without being held to payment of costs and/or compensation to the other party.
4. The parties agree on a total price for a service provided by Ruiten Foodpack. This is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
5. Ruiten Foodpack is entitled to deviate up to 10% of the target price.
6. If the target price exceeds 10%, Ruiten Foodpack must let the customer know in due time why a higher price is justified.
7. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
8. Ruiten Foodpack has the right to adjust prices annually.
9. Ruiten Foodpack will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
10. The consumer has the right to terminate the contract or (production)order with Ruiten Foodpack if he does not agree with the price increase.

Article 6 – Payments and payment term

1. Ruiten Foodpack may, at the conclusion of the agreement, require a down payment of up to 100% of the agreed amount.
2. The customer must pay invoices of Ruiten Foodpack within 30 days, unless parties have made other agreements about this or if the invoice has a different payment term.



3. Unless the parties have expressly agreed otherwise in writing, payment shall be made without any reduction or set-off. Ruiten Foodpack is entitled to demand advance payment or security for payment at all times, even if deliveries were previously made with a payment credit.
4. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Ruiten Foodpack having to send the customer a reminder or to put him in default.
5. Ruiten Foodpack reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Article 7 – Consequences of late payment

1. If the customer does not pay within the agreed term, Ruiten Foodpack is entitled to charge an interest of 8% per month for commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Ruiten Foodpack.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Ruiten Foodpack may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Ruiten Foodpack on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Ruiten Foodpack, he is still obliged to pay the agreed price to Ruiten Foodpack.

Article 8 – Right of recovery of goods

1. As soon as the customer is in default, Ruiten Foodpack is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.
2. Ruiten Foodpack invokes the right of recovery by means of a written or electronic announcement.
3. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products concerned to Ruiten Foodpack, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the customer.



Article 9 – Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Article 10 – Right of retention

1. Ruiten Foodpack can appeal to his right of retention of title and in that case retain the products sold by Ruiten Foodpack to the customer until the customer has paid all outstanding invoices with regard to Ruiten Foodpack, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Ruiten Foodpack.
3. Ruiten Foodpack is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

Article 11 – Settlement

The customer waives his right to settle any debt to Ruiten Foodpack with any claim on Ruiten Foodpack.

Article 12 – Retention of title & reservation of ownership

1. If the parties agree otherwise than cash payment on delivery of the goods and/or if a payment plan is agreed holding full or partial payment after delivery of the goods, Ruiten Foodpack reserves the ownership of the goods delivered (including the materials which are possibly supplied by the customer, and added to the products) by it until the time of full and final payment by the customer. The reservation of ownership extends to anything Ruiten Foodpack has to claim due to the customer's defaults, including, compensation and fines. If the same goods have been delivered on one or more unpaid invoices, the goods that are present at the customer (or its external warehouses) shall be considered to have been delivered on the unpaid invoices. As long as goods have not been paid in full and the customer also otherwise fails to perform any of its obligations towards to Ruiten Foodpack, Ruiten Foodpack shall irrevocably continue to have the right and shall irrevocably continue to be authorized to take back any goods delivered by it that are still present at the customer (or its external warehouses), without interference of the courts, irrespective of its further actions towards the customer. The customer is obliged to grant Ruiten Foodpack access to the area(s) in which the goods delivered are located (including external warehouses), failing which the customer shall forfeit a due and payable fine amounting to €50.000,- for every refusal to grant access and €2.500,- for every day during when the refusal continues.
2. Ruiten Foodpack remains the owner of all delivered products (including the materials which are possibly supplied by the customer, and added to the products) until the customer has



fully complied with all its payment obligations with regard to Ruiten Foodpack under whatever agreement with Ruiten Foodpack including of claims regarding the shortcomings in the performance.

3. Until then, Ruiten Foodpack can invoke its retention of title and take back the goods.
4. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
5. If Ruiten Foodpack invokes its retention of title, the agreement will be dissolved and Ruiten Foodpack has the right to claim compensation, lost profits and interest.

Article 13 – Delivery

1. Delivery takes place while stocks last, and while production capacity last.
2. Delivery takes place at Ruiten Foodpack (EX Works) unless the parties have agreed upon otherwise.
3. If the agreed price is not paid on time, Ruiten Foodpack has the right to suspend its obligations until the agreed price is fully paid.
4. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by Ruiten Foodpack.

Article 14 – Delivery period & forecasting

1. Any delivery period specified by Ruiten Foodpack is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery period starts after the customer has signed the agreement, confirmed the agreement electronically or send an electronically order to Ruiten Foodpack, and is confirmed in writing or electronically by Ruiten Foodpack to the customer.
3. It is the customer's duty to supply Ruiten Foodpack with adequate product(ion) forecasts, so Ruiten Foodpack has the possibility to make sufficient production capacity plannings.
4. Any (production)order or delivery quantities might vary with up to 15% under or over production. Exact quantities per production can never be guaranteed by Ruiten Foodpack. Over productions or deliveries always need to be accepted by the customer, and are entirely at the customer's expense.
5. If own packaging or raw materials are supplied to Ruiten Foodpack by customer then customer must ensure that at least 5 working day before production is planned these materials are available at the warehouse of Ruiten Foodpack, unless the parties have agreed upon otherwise. Ruiten Foodpack has the right to charge additional costs (such as production delay costs, production stop costs and costs for changes in production planning), caused by delayed delivery of materials supplied by the customer, which are entirely at the customer's expense.
6. Delays in production planning or production stops caused by deviations or quality issues with the packaging and/or raw materials supplied by the customer might cause additional



costing's at Ruiten Foodpack. Ruiten Foodpack has the right to charge these additional costs which are entirely at the customer's expense.

7. Per (production)order the loss of customer specific and/or by customer supplied materials might vary up to 20%, depending on quantity per order and type of bulk packaging for the (raw)material used. Unless if the parties have agreed different loss of material percentages upon otherwise in writing.
8. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate any order(s) neither the contract, unless if the parties have agreed upon otherwise.

Article 15 – Actual delivery

1. The customer must ensure that the actual delivery of the products ordered by him can take place in time.
2. The customer shall be held to provide its full collaboration to the delivery of the products that are to be delivered by Ruiten Foodpack pursuant to the agreement. The customer shall also without having been demanded to do so be in default if it after the first request of Ruiten Foodpack to that effect fails to pick up the products that are to be delivered or, if delivery at its address was agreed, if it refuses to accept delivery of the products that are to be delivered.

Article 16 – Transport costs

Transport costs are paid by the customer, unless the parties have agreed upon otherwise.

Article 17 – Packaging and shipping

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Ruiten Foodpack may not be held liable for any damage.
2. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Ruiten Foodpack, failing which Ruiten Foodpack cannot be held liable for any damage.

Article 18 – Insurance

1. The customer undertakes to insure and keep insured the following items adequately against liability, fire, explosion and any other damage as well as theft:
 - goods delivered to Ruiten Foodpack that are necessary for the execution of the underlying agreement. Such as raw materials, packaging materials, labels, equipment etc.



- goods being property of Ruiten Foodpack that are present at the premises of the customer
 - goods that have been delivered under retention of title
2. At the first request of Ruiten Foodpack, the customer provides the policy for these insurances for inspection.

Article 19 – Storage of finished goods and (supply of) customer materials

1. If the customer orders products later than the agreed delivery date, the risk of any quality loss is entirely for the customer.
2. Goods produced by Ruiten Foodpack have to be collected by the customer directly after production, or not later than 2 days after production. If customer fails to collect the goods in timely manner, Ruiten Foodpack has the right to charge additional storage costs which are entirely at the customer's expense.
3. Any extra costs as a result of premature or late purchase of products are entirely at the customer's expense.
4. Packaging and/or raw materials supplied by customer need to have at each and every delivery at Ruiten Foodpack a clear packaging list which contains at least:
 - Clear address and contact details of the supplier responsible for supplying the materials
 - Clear description of the materials supplied
 - Clear overview of the quantities supplied
 - A lot/batch or any other identification number for track & trace according EU legalizations.
5. Ruiten Foodpack has the right to refuse deliveries and/or charge additional costs, which are entirely at the customer's expense, if goods supplied to Ruiten Foodpack do not have any documentation or clear packaging lists.
6. Labels and/or any other customer specific printed packaging materials need to have an internal code from Ruiten Foodpack which can be requested at Ruiten Foodpack. Printed materials not numbered with the right code might be used wrongly and cause product deviations for which Ruiten Foodpack can not be hold responsible.

Article 20 – Guarantee

1. When parties have entered into an agreement with services included, these services only contain best-effort obligations for Ruiten Foodpack, not obligations of results.
2. The warranty relating to products only applies to defects caused by faulty manufacture, construction or material.
3. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, or when the cause of the defect cannot clearly be established.
4. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties, will pass on to the customer when these products are legally and/or



factually delivered, at least are in the power of the customer or of a third party who receives the product for the benefit of the customer.

Article 21 – Performance of the agreement

1. Ruiten Foodpack executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Ruiten Foodpack has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Ruiten Foodpack can start the implementation of the agreement on time.
5. If the customer has not ensured that Ruiten Foodpack can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Article 22 – Duty to inform by the customer

1. The customer shall make available to Ruiten Foodpack all information, (production) data, product specifications, conformity declarations, analysis and documents relevant to the correct execution of the agreement or (production) order to in time and in the desired format and manner.
2. The customer guarantees that all raw material and packaging material of which customer supplies itself to Ruiten Foodpack comply with EU regulations. As well all the documentations comply with all EU regulations. Changes or updates in those documents or materials are directly communicated in writing to Ruiten Foodpack.
3. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
4. If and insofar as the customer requests this, Ruiten Foodpack will return the relevant documents.
5. If the customer does not timely and properly provides the information, data or documents reasonably required by Ruiten Foodpack and the execution of the agreement or (production) order is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.
6. If the customer does not timely and properly provides the information, data or documents regarding EU regulations needed to comply with GFSI standards, Ruiten Foodpack has the right to charge the resulting extra costs caused by deviations, minors or majors during an GFSI audit to the customer.



Article 23 – Cancellation of the contract for an indefinite period of time

1. The customer can terminate an agreement that has been concluded for an indefinite period at any time with due observance of a notice period of 3 months.
2. Used labels, packaging and raw materials which are purchased/supplied by Ruiten Foodpack might be unique only for the purpose, products or agreement of the customer. As soon as the agreement, contract or orders are terminated or cancelled by the customer, the (purchase) value of the remaining quantities of packaging and raw materials will be charged by Ruiten Foodpack to the customer unless the parties have expressly agreed otherwise in writing.
3. It is up to Ruiten Foodpack to decide when materials are customer specific and therefore cannot be used for any other products. As well as certain stock levels of materials are defined by Ruiten Foodpack, unless expressly agreed otherwise in writing.
4. The quantities of customer specific materials are purchased based on agreements, forecasts, contracts, or based on (supply)experience of Ruiten Foodpack.
5. The customer has the right to collect or take over remaining specific materials when Ruiten Foodpack needs to charge them.

Article 24 – Confidentiality

1. The client keeps any information he receives (in whatever form) from Ruiten Foodpack confidential.
2. The same applies to all other information concerning Ruiten Foodpack of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Ruiten Foodpack.
3. The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
4. The obligation of secrecy described in this article does not apply to information:
 - which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
 - which is made public by the customer due to a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

Article 24 – Penalties

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Ruiten Foodpack an immediately due and payable fine € 10.000, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.



3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Ruiten Foodpack including its right to claim compensation in addition to the fine.

Article 25 – Indemnity

The customer indemnifies Ruiten Foodpack against all third-party claims that are related to the products and/or services supplied by Ruiten Foodpack.

Article 26 – Complaints

1. The customer must examine a full quality check on the products or services provided by Ruiten Foodpack as soon as possible, but not later than 2 working days, for shortcomings, this have to be done prior to use or further distribution.
2. If the delivered goods have been processed, distributed or used, the customer shall be deemed to have accepted the goods without reservation, and submitting any complaints therefore shall no longer be possible.
3. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Ruiten Foodpack of this as soon as possible, but in any case within 2 working days after the discovery of the shortcomings.
4. Received goods needs to be blocked adequately at customers warehouse so further distribution is avoided as well as inspections of the goods by Ruiten Foodpack are possible.
5. The customer gives a detailed description as possible of the shortcomings, so that Ruiten Foodpack is able to respond adequately. This description at least indicates:
 - Full description of the affected goods
 - Clear pictures of the affected goods
 - Production codes, batch codes, time stamps and best before dates.
 - SSCC pallet numbers of the affected pallets.
6. The customer must demonstrate that the complaint relates to an agreement between the parties. For example shared (product)specifications, production instructions, production parameters, analysis limits etc.
7. Complaints not related to any clear and written agreement between Ruiten Foodpack and customer cannot be handled by Ruiten Foodpack. Ruiten Foodpack cannot be hold responsible in such cases and therefore has the right to refuse any claims or costs arise out of such complaints.
8. If a complaint relates to ongoing work, this can in any case not lead to Ruiten Foodpack being forced to perform other work than has been agreed.
9. If the parties have agreed upon a payment plan, the terms of payment shall not be suspended by submitting a complaint.
10. If and to the extent Ruiten Foodpack considers the customer's complaint to be well founded, it will, at its option, either repair, rework or replace the delivered goods, or credit (part of) the purchase price paid by the customer in connection with the delivered goods or, and, as



the case may be, take back the delivered goods without any further performance of the agreement.

Article 27 – Giving notice

1. The customer must provide any notice of default to Ruiten Foodpack in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Ruiten Foodpack (in time).

Article 27 – Joint and several Client liabilities

If Ruiten Foodpack enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Ruiten Foodpack under that agreement.

Article 28 – Liability of Ruiten Foodpack

1. Ruiten Foodpack expressly excludes all damage that either directly or indirectly results from the implementation of this agreement towards the customer or third parties, unless there is intent or gross negligence on the part of Ruiten Foodpack. Notwithstanding the above, Ruiten Foodpack shall never be liable for any damage unless this is determined in court. Ruiten Foodpack's liability is limited to a maximum amount of the invoice amount charged by Ruiten Foodpack to the customer for the supply of the relevant goods that caused the damage or loss, with a maximum amount of €25.000,-.
2. If Ruiten Foodpack is liable for any damage, it is only liable for direct damages that result from or is related to the execution of an agreement.
3. Ruiten Foodpack is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Ruiten Foodpack is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Article 29 – Expiry period

Every right of the customer to compensation from Ruiten Foodpack shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.



Article 30 – Dissolution

1. The customer has the right to dissolve the agreement if Ruiten Foodpack imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Ruiten Foodpack is not permanent or temporarily impossible, dissolution can only take place after Ruiten Foodpack is in default.
3. Ruiten Foodpack has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Ruiten Foodpack good grounds to fear that the customer will not be able to fulfill his obligations properly.

Article 31 – Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Ruiten Foodpack in the fulfillment of any obligation to the customer cannot be attributed to Ruiten Foodpack in any situation independent of the will of Ruiten Foodpack, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Ruiten Foodpack .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, sabotage, boycotts, strikes, natural disasters, etc.); defaults and force majeure of suppliers (shortage of (raw)materials and packaging materials), deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Ruiten Foodpack cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Ruiten Foodpack can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Ruiten Foodpack does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Article 32 – Changes in the general terms and conditions

1. Ruiten Foodpack is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Ruiten Foodpack with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.



Article 33 – Transfer of rights

1. The customer cannot transfer its rights deferring from an agreement with Ruiten Foodpack to third parties without the prior written consent of Ruiten Foodpack.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Article 34 – Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Ruiten Foodpack had in mind when drafting the conditions on that issue.

Article 35 – Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Ruiten Foodpack is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 01 January 2023.