

Article 1 Definitions

In these terms and conditions, the following terms are defined as stated below:

- PTN: Plasticon The Netherlands
- Buyer: PTN, the member of Vereniging CompositesNL, who concludes an agreement with the Seller
- Seller: a third party who concludes an agreement with the Buyer in the capacity of, for instance, Seller, supplier or contractor.
- Agreement: every legal relationship to which these general purchase conditions can be applicable by virtue of Article 2;
- In writing: by letter or e-mail.

Article 2 Applicability

- 2.1 These conditions apply to all requests, quotations and offers and they form a part of all agreements concluded between the members of Vereniging CompositesNL as the (prospective) Buyer (hereinafter referred to as the "Buyer") and third parties (hereinafter referred to as the "Seller") as a Seller, supplier or contractor. The purchase conditions apply to purchase agreements for goods and agreements regarding the purchase of services.
- 2.2 Deviations from these purchase conditions, including the full or partial applicability of general conditions (of delivery) of the Seller, apply only if the Buyer has explicitly agreed to that in writing and only with respect to the agreement in question.

Article 3 The agreement and the formation thereof

- 3.1 The offer made by the Seller is a binding offer towards the Buyer. The Buyer sends the Seller a confirmation of instruction. The agreement is concluded after the Buyer has received a signed copy of the confirmation of instruction from the Seller.
- 3.2 Until the Buyer has received the confirmation of instruction or until the Seller has started his delivery, the Buyer is entitled to abandon the agreement, without the Seller being entitled to any kind of compensation.
- 3.3 The Seller is deemed to agree with the applicability of the purchase conditions when he has started the delivery without returning the signed confirmation of instruction.

Article 4 Changes and additions

- 4.1 The Buyer is at all times entitled to change the quantity and/or quality of the goods to be supplied in consultation with the Seller. If in the opinion of the Seller, a change will affect the fixed price and/or delivery date agreed upon, he is obliged - before implementing the change - to notify the Buyer thereof in writing as soon as possible yet no later than 5 working days after the notification of the required change. In the event that these consequences for the price and/or delivery date are unreasonable in the opinion of the Buyer, the parties will consult about this.
- 4.2 Changes to the agreement and additional arrangements apply only when they have been confirmed in writing by the Buyer.
- 4.3 If one or more provisions of these purchase conditions are fully or partially void or rendered invalid the other provisions will remain in full force. In that case, the Buyer and the Seller will consult to find a solution in the spirit of these purchase conditions.

Article 5 Prices

- 5.1 The prices in the instruction are exclusive of VAT unless explicitly stipulated otherwise, and contain all expenses relating to the fulfilment of the Seller's obligations.

- 5.2 The prices are fixed unless the agreement states the circumstances that may lead to a price adjustment, as well as the manner in which the adjustment takes place.

Article 6 Delivery

- 6.1 Deliveries are made free domicile Buyer unless agreed otherwise in writing.
- 6.2 The risk of the goods delivered will transfer only after the goods have been unloaded at the Buyer's and the Buyer has signed for receipt. Ownership transfers when the delivery is made or when the Buyer has paid, whichever occurs first.
- 6.3 Except when it has been explicitly agreed upon that the Buyer himself organises transport and the corresponding insurance contracts, the Seller must at all times take out adequate insurance for the goods to be delivered, until the delivery is made.
- 6.4 If it proves impossible to check the delivered goods upon delivery, this will be noted on the waybill upon receipt. In that case, the risk of the delivered goods transfers to the Buyer after the Seller has checked the delivered goods, whereby the check is deemed to have been made within 5 working days unless the Buyer has notified the Seller in writing of an extension of that period with a maximum of 5 working days.

Article 7 Packaging

- 7.1 If goods are delivered in their packaging, the Seller will arrange for good and correct packaging which complies with the (government) safety and environmental requirements and which enables good and safe storage and unloading. Packaging must be of such a quality that it can be emptied in its entirety, without any items being left inside. The Seller will instruct the Buyer on how to empty the packaging. The Seller will take back the packaging unless otherwise agreed. Returning the packaging is at the expense and risk of the Seller.

Article 8 Exceeding the delivery time

- 8.1 The delivery date given is a final deadline. If the delivery date is exceeded, the Seller must notify the Buyer immediately of that fact. Regardless of this notification, the Seller is in default and the Buyer is entitled to dissolve the agreement without any notice of default and without prejudice to his right to compensation.
- 8.2 In addition, when the delivery date is exceeded, the Buyer is, however, entitled to dissolve the agreement by means of a written notification - insofar as the agreement is not yet executed - without any notice of default or legal intervention being required and without being obliged to pay any compensation.
- 8.3 In the event of an imputable failure on the part of the Seller within the meaning of Section 74 et seq., Book 6 of the Dutch Civil Code [Burgerlijk Wetboek], the Seller is declared to be in default in writing. If the fault is not remedied within five days of its date, the Seller is in default. The penalty clause referred to in paragraph 4 will take immediate effect.
- 8.4 Without prejudice to the right to compensation and the other statutory rights arising from an imputable shortcoming, the Buyer is entitled to collect an immediately due and payable penalty of 2.5% of the purchase price per week, with the passing of the first day counting as the first week of default, up to a maximum of 10% of the purchase price. The Buyer is entitled to set this penalty off against the purchase price.
- 8.5 In the event of a non-attributable failure on the part of the Seller, the obligations of both parties will be suspended for a maximum of 2 weeks. The Seller will notify the Buyer of such a claim in writing as soon as possible, yet not more than 5 working days from the commencement of the non-attributable failure, on submission of the necessary documentary

evidence. The Seller notifies the Buyer in writing of how and within which term he will remedy the non-attributable failure. In the event that the Buyer feels this solution is unreasonable, the parties will consult about this. If no agreement is reached after consultation, the Buyer is entitled to dissolve the agreement. Following dissolution, the parties do not owe each other any compensation.

Article 9 Acceptance and reporting faults

- 9.1 If in the opinion of the Buyer, the delivered goods do not comply with the agreement, the Buyer is entitled to return the delivered goods within thirty days of delivery at the expense and risk of the Seller, while the Buyer can choose to have the goods replaced or have the purchase price credited.
- 9.2 If the goods show any faults within thirty days of being delivered, the Buyer must notify the Seller thereof by registered letter or fax immediately after discovering these faults.
- 9.3 Upon receipt of the notification referred to in paragraph 2 of this article, the Seller will immediately replace or repair the goods if the nature of the goods allows for that and the Seller agrees to it.
- 9.4 All costs arising from this will be payable by the Seller.
- 9.5 If the Seller has not replaced or repaired the goods within 48 hours of reporting a complaint, the Buyer is entitled to have the goods repaired by third parties at the expense of the Seller.
- 9.6 The payment obligation will be suspended until the Seller has fulfilled his obligations. The Buyer is entitled to set off all costs arising from this - including the costs for the repairs to be carried out by third parties in accordance with paragraph 5 - against the purchase price or any other claim the Seller may have against the Buyer.

Article 10 Warranty

- 10.1 The Seller guarantees that the delivered goods are of a good quality and that they do not have any design, construction or manufacturing faults (in the broadest sense of the word), and he guarantees the quality and correctness of the materials used.
- 10.2 The Seller guarantees that the delivery is in accordance with the requirements outlined in the specifications, drawings, calculations or any other documentation submitted by the Buyer. In the event that the Buyer did not submit any specifications and the Buyer has specified the designated use of the delivered goods, the Seller guarantees that the delivered goods are suitable for the purpose specified by the Buyer.
- 10.3 The Seller guarantees that the delivered goods comply with the legal requirements and government regulations prevailing in the Netherlands or the legal requirements and government regulations of other countries, insofar as the necessity thereof has been reported to the Seller in writing prior to delivery.
- 10.4 If in the opinion of the Buyer, the delivered goods do not comply with the guarantee and he has notified the Seller thereof in writing, the Seller will, at the discretion of the Buyer, either replace the delivered goods free of charge or repair them free of charge insofar as this is possible with a view to the nature of the delivered goods.
- 10.5 If the agreement pertains to goods that are deemed to be durable, such as machines and related objects or moulds, the guarantee for construction or design faults as well as materials used is not restricted in terms of time.

Article 11 Liability

- 11.1 The Seller is liable for all losses suffered by the Buyer as a result of a fault in the delivered goods and/or use of the delivered goods and/or as a result of an imputable failure on the part of the Seller in the execution of the agreement.

- 11.2 The Seller indemnifies the Buyer against all third-party claims, all losses directly or indirectly suffered by the Buyer (explicitly including lost sales and/or profits, trading loss and other consequential losses), caused by the goods delivered by the Seller, including product liability, also when the delivered goods have been processed, and also when the losses are caused by poor-quality products made by means of or from the goods delivered by the Seller, and the fault was caused by the goods delivered by the Seller.
- 11.3 In this article, Seller is also taken to mean his staff or those who were called in by the Seller for the execution of the agreement.
- 11.4 If the result of the completed work during or after the execution of the agreement does not comply with the agreements, the Seller is obliged to make every effort to achieve the agreed result at his expense and within a reasonable period of time.
- 11.5 If the Seller does not fulfil his obligation(s), if he fails to fulfil them in time or correctly, he will be in default by operation of law and the Buyer will be entitled to make every effort to achieve the result at the expense and risk of the Seller. The Buyer also has this right if - given his interests - he can reasonably not be expected to wait for the Buyer to make every effort in order to fulfil his obligations.

Article 12 Changing delivered goods, partial deliveries

- 12.1 Without the prior written consent of the Buyer, the Seller is not entitled to deliver goods that have been changed, or to deliver goods that deviate from the agreed or stated specifications or qualities, or to make deliveries that deviate in terms of weight and quantity.
- 12.2 The Seller can make partial deliveries only after having received the prior written consent of the Buyer. If partial deliveries have been agreed on, for the application of these general purchase conditions, 'delivery' is also understood to include a 'partial delivery'. Partial deliveries will be invoiced as one.

Article 13 Manuals, certificates, etc.

- 13.1 In the case of moulds, the Seller will also submit drawings, manuals and parts lists.
- 13.2 Raw materials must be accompanied by a certificate. One certificate must be presented for every single product. The certificate must have been issued by the manufacturer and must list information regarding the properties of the product. The certificate must also explicitly give details on the properties of the product in terms of health, safety and the environment, as well as the rules and instructions regarding the treatment and use of the product within that framework.
- 13.3 Other products must come with product information.

Article 14 Payment

- 14.1 Payment is not made until 30 days have passed since receiving an original and correct invoice unless otherwise agreed in writing prior to delivery.
- 14.2 Payment by the Buyer does not, in any case, imply the surrender of any right by virtue of the agreement, these conditions or the law. Payment cannot be interpreted as any acknowledgement from the Buyer of the reliability of the goods supplied and it does not release the Seller from any liability in that respect.

Article 15 Intellectual property

- 15.1 Drawings, (three-dimensional) models, templates, stamps, forms, moulds, CAE/CAD models and other computer programmes, as well as all other documents provided by the Buyer or prepared by the Seller or third parties on the instructions of the Buyer and which relate to the

agreement, are and remain the material and intellectual property of the Buyer.

- 15.2 Upon the termination of the agreement or on the Buyer's demand, the Seller must provide the Buyer with the items referred to in paragraph 1 immediately. The Seller is not entitled to (instruct someone to) copy the items referred to in paragraph 1 or to make them available to third parties or to use them for himself or third parties without the prior written consent of the Buyer.
- 15.3 The Seller guarantees that the delivered goods do not infringe any third-party intellectual property right. The Seller indemnifies the Buyer against any third-party claims in that respect.
- 15.4 The provisions of paragraph 3 do not apply to goods delivered by the Buyer himself.

Article 16 Secrecy and publicity

- 16.1 The Seller will observe full secrecy in respect of all information and know-how made available to him in the execution of the agreement, as well as all that he has taken cognizance of in the execution of the agreement in terms of products and the Buyer's operational management, except when a statutory obligation compels the Seller to disclose information to third parties.
- 16.2 The Seller imposes a similar duty of confidentiality on his staff and any third parties hired by him.
- 16.3 Without the explicit consent of the Buyer, the Seller and any third parties hired by him are not entitled to refer to instructions given by the Buyer in publications or advertisements or to otherwise refer to the instruction in question, which includes putting the delivered goods on display.
- 16.4 The Seller's obligation to observe secrecy does not apply to details and information that are public knowledge or that are freely accessible by or available to the public.

Article 17 Dissolution

- 17.1 If the Seller fails to execute the agreement in whatever way, the Buyer, regardless of that which has been stated elsewhere in these purchase conditions, is entitled to fully or partially dissolve the agreement without any notice of default or legal intervention, by means of a registered letter stating the reasons for dissolution, without being obliged to pay the Seller any compensation. On the other hand, the Buyer is entitled to claim compensation for losses incurred as a result of the Seller's shortcomings.
- 17.2 Furthermore, the Buyer is entitled to dissolve the agreement in the manner set out in paragraph 1 of this article if the Seller goes into liquidation, is granted a moratorium, if a request from the Seller, a natural person, to be allowed to participate in a debt restructuring scheme is honoured by the court, or if the Seller loses the control over his assets or parts thereof as a result of an attachment or a guardianship order, if the Seller merges with a third party or is taken over by a third party, if the Seller's legal form changes, if the Seller's activities undergo significant changes or if the Buyer has good reasons to believe that the Buyer is unable to fulfil the agreement.
- 17.3 Any mutual claims become immediately due and payable as a result of dissolution.

Article 18 The processing of personal data

- 18.1 As a 'processor' or as a 'controller', if applicable, the Seller ensures that the Buyer's personal data is processed correctly and with due care, in accordance with the General Data Protection Regulation (GDPR). The use of such data is permitted only for the delivery of the performance. The Seller is not permitted to keep personal data any longer than is required for the performance.

18.2 The Buyer is at all times entitled to inspect, change or remove his personal data in accordance with the prevailing statutory regulations. To that end, the Buyer can contact the Seller.

- 18.3 The Seller will take technical and organisational measures to protect the personal data from being lost or any other form of unauthorised processing or use.
- 18.4 The Seller will notify the Buyer as soon as possible in the event of a breach (data breach) or if there are other circumstances that concern the Buyer's personal data.

Article 19 Force majeure

- 19.1 If the Buyer is unable to fulfil any obligation towards the Seller due to force majeure, the Buyer is entitled to suspend the fulfilment of his obligations until the situation of force majeure has ended or to dissolve all or part of the agreement.
- 19.2 Force majeure is every circumstance, cause or event that occurs or manifests itself in any location and regardless of whether or not it could have been anticipated or foreseen, which temporarily or permanently impedes the correct, complete and prompt fulfilment of any obligation of the Buyer, renders this impossible or makes it unreasonably onerous and which circumstance, cause or event cannot reasonably be prevented by the Buyer or which occurs through no fault of the Buyer, in part or in full, or which is beyond the control of the Buyer.

Article 20 Provision of security

- 20.1 At the request of the Buyer, the Seller, before starting the work assigned to him, is obliged to furnish sufficient security for the fulfilment of his obligations from the agreement concluded with the Buyer.
- 20.2 If the security required by the Buyer cannot be demonstrated or if it cannot be demonstrated sufficiently in the Buyer's opinion, the Buyer is entitled to dissolve all or part of the agreement, without prejudice to the Buyer's right to demand compensation and without prejudice to the Buyer's right to demand that the Seller refunds him for anything already paid by or on behalf of the Buyer in connection with the execution of the agreement.

Article 21 Continuous obligations

- 21.1 Continuous obligations that by their nature are destined to remain in force after the termination of the agreement will continue to be effective. Among other things, these obligations include indemnity for the violation of intellectual property rights, secrecy, liability, warranties, choice of address for service and applicable law.

Article 22 Nullity/Applicable law

- 22.1 If the competent court declares one or multiple provisions in these purchase conditions void, unenforceable or otherwise non-binding, the other provisions will remain in full force. In the event of interpretation of the provisions of the conditions and the agreement concluded between the parties, the interpretation most favourable for the Buyer will prevail.
- 22.2 All agreements between the Buyer and the Seller are subject to the laws of the Netherlands, including Section 6.5.3 of the Dutch Civil Code. The stipulations of the Vienna Sales Convention or any other future international legislation are not applicable.

Article 23 Choice of forum

- 23.1 Disputes between the Buyer and the Seller, including those regarded as such by only one party and which ensue from or are related to an agreement that is subject to these general purchase conditions or the execution thereof and which cannot be resolved amicably will be exclusively submitted to the court in whose court district the Buyer has his

registered office, on the understanding that the Buyer, as the claimant, reserves the right to institute proceedings at the competent court in the place of residence or business of the Seller and also on the understanding that if a certain court is appointed as the competent court under mandatory law, the dispute will be settled by the thus appointed court as the court of first instance, all of which is without prejudice to the Buyer's right to impose an attachment and to take other provisional measures and/or to appear at the proceedings in the location or locations and at judicial body or bodies deemed desirable by the Buyer.

Article 24 Filing and effective date

24.1 These conditions were filed with the Chamber of Commerce and Industry in The Hague and registered under number 27179488 and will take effect as of 2019.

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