



General terms and conditions governing the sales and deliveries of the PVT, association for plastics converters

I Applicability of the general terms and conditions

Article 1:

These terms and conditions shall apply to all offers, quotations, accepted orders, instructions, schemes and/or other agreements, as well as to all negotiations entered into by members of the PVT with third parties, whether or not through the mediation of an authorised representative, to the exclusion of any other general terms and conditions, unless we explicitly declare in writing that such other general terms and conditions shall apply. Possible (general) terms of the contracting party are not applicable. Deviations from these general terms and conditions can only be agreed upon in writing. Once other parties have made a purchase subject to the applicability of these general terms and conditions, these other parties shall be deemed to have tacitly agreed to the applicability of our terms and conditions, regardless of whether or not such an order has been confirmed in writing.

II Offers

Article 2:

Offers, in whatever form, shall always be without any commitment, until the resulting order has become binding in the way described in article 7.

Article 3:

We are not liable for any direct or indirect damages caused by inaccuracies in advice given by us and in data with regard to products to be delivered, except in case of gross fault and wilfulness.

Article 4:

All drawings, sketches, diagrams, samples, models, etc. made by us within the framework of the order remain our property even after total completion of the agreement. The drawings etc. may not be duplicated entirely or partly nor shown or made available to third parties for whatever purpose, without our written consent.

The principal shall be liable towards us for any damages resulting from the fact that third parties have access to the drawings etc.

The drawings etc. shall be returned to us immediately at our first request.

Article 5:

We are not responsible for inaccuracies in data, drawings etc. or advice supplied to us by or on behalf of the principal for use in the execution of the agreement. We shall not be obliged to test the data or documents received from the principal or through him from third parties, and shall rely on the accuracy of these data or documents.

Our principal shall safeguard us with respect to the above from any claims from third parties resulting from inaccuracies referred to.

Article 6:

All prices are quoted ex warehouse/factory, and include packing, but exclude VAT, unless otherwise agreed. After leaving the warehouse/factory, the goods shall be transported for account and risk of our principal, who shall insure himself sufficiently with respect to this risk.

We shall be free in the choice of proper means of packing and transport.

The packing materials of our products meant for repeated use shall remain our property. The purchaser shall keep these packing materials at our disposal. The purchaser shall be liable for damage or loss.

If after the acceptance of an order circumstances should arise which affect the cost price, such as cost of freight, import and export duties, cost of storage, guarding, clearing, taxation or other levies, these price changes shall be charged to our principal, as well as the consequences of changes in rates of exchange, unless explicitly agreed otherwise.

We shall reserve the right, without further notice, to charge the actual prices in force at the time of delivery, irrespective of prior confirmation, for goods to be delivered at buyer's call and for goods which are not or only partly in stock upon receipt of the order and which we book for delivery as soon as possible.

III Order / Instructions and other arrangements

Article 7:

An agreement with the other party is only established after the order given to us has been accepted or confirmed by us in writing, without any reservation. Our order confirmation shall be deemed to fully and accurately represent the agreement, unless the other party explicitly informs us otherwise in writing within 5 working days after receipt of the order confirmation. The above also applies to the establishment of further agreements and to amendments of existing agreements.

Article 8:

If after the acceptance of an order circumstances should arise which affect the cost price, such as changes in prices of raw materials or of the goods to be delivered, wages, rates of exchange, import duties, etc., we are entitled to pass on these price changes to our principal. The principal shall be accordingly informed.

Article 9:

After acceptance of the order, changes specified by our principal shall only be implemented by us if we have confirmed these changes in writing. If we decide not to implement the specified changes for reasons of our own, the principal shall never be entitled to wholly or partially dissolve the agreement and the principal continues to be fully liable for the payment of the purchase price or, at our discretion, the costs already incurred by us as well as our loss of profit and losses resulting from idle plant time.

Cancellation and/or dissolution shall only be possible with our written consent. In case of cancellation and/or dissolution by the principal, he shall be bound to compensate all costs already incurred by us, as well as our loss of profit and losses resulting from idle plant time.

Should there be a reasonable suspicion that the principal's financial position gives us a reason to do so, we shall at all times be entitled to demand payment in advance or security for the payment of the purchase price. We shall in the meantime be entitled to suspend the execution of the work until the requested payment or security has been received. If

within 10 working days after the request for payment or the request to provide security this request has not been complied with, the principal shall be in default without any notice of default being necessary and the agreement can be dissolved in writing by us without any judicial intervention. The principal shall be liable for all costs, damages and loss of profit resulting from the order and its premature termination.

Article 10:

We are free to engage third parties for the execution of this order.

IV Stipulations concerning the product

Article 11:

We are considered to have complied with our obligations concerning the quantity of products to be supplied, even if the amount delivered should be 10% higher or lower than the quantity ordered.

Article 12:

Any components to be made available to us by, or on behalf of, our principal for incorporation in any way into the product that is to be manufactured by us, shall be delivered to us in the amounts required plus an excess of 10%, on time and free of any charges, to our plant.

The principal shall be liable for the components or other goods thus made available to us by any third party and for their proper functioning. We will assume without any examination that these components etc. can be readily incorporated or processed into the product that we have been ordered to manufacture, unless different arrangements have been agreed upon in writing.

If such components as mentioned above are delivered late or are not capable of being used, which should result in idle production time, the principal shall be liable for all damages resulting from this idle plant time.

Article 13:

We shall take the product into production only after the first-off samples made available by us have been approved by the principal and he has either notified us to that effect in writing, or we have confirmed his approval in writing.

V Guarantees:

Article 14:

With reference to what has been stipulated elsewhere in these terms and conditions, we guarantee the soundness of the products delivered by us and the quality of the material used and/or built for these according to the specification which has been defined in advance. In case of delivery, within the framework of trade, of complete products manufactured by third parties, we only guarantee that the goods delivered comply with the specification and materials as agreed between parties.

We shall repair any defects in moulds and products manufactured through these moulds if the principal proves that they have arisen within four months, from the day of transport, either exclusively or for the greater part as a consequence of inaccuracy in the construction designed by us or as a result of poor finishing or use of poor materials.

We are not bound to pay any further compensation for damage, whether direct or indirect, suffered by the principal or by any third party. Complaints concerning invoices sent shall only be dealt with if and in as far as the buyer has submitted these complaints to the member of the PVT in writing within 10 working days after receipt of the invoice.

As for the use of the moulds produced by us in our plant, there is either a two-year guarantee period, or the explicitly agreed number of plastics products to be manufactured.

The guarantee given by us does not apply:

- a. to defects resulting from faults in materials and/or parts made available by the principal or ordered by him;
- b. to defects resulting from injudicious use or neglect on

the part of the principal or his personnel;

- c. to defects due to normal wear and tear, inexpert treatment, over-loading or the use of unsuitable means and corrosive chemicals;
- d. if moulds are changed, when executed by third parties without our order.

VI Moulds

Article 15:

If the manufacture of a mould, die, auxiliary tool, etc. is entrusted to us, we shall only begin manufacturing same after the principal has paid us the compensation in production costs requested. Similarly, we shall only start making changes, improvements or repairs to moulds etc. after the (estimated, if necessary) costs for them stipulated by us have been paid.

If a price for these operations has not (yet) been explicitly agreed upon, the principal shall pay us, upon our first request, an advance to cover the costs, the amount of which shall be established by us.

Article 16:

Moulds etc. manufactured by us or manufactured wholly or partly on our instructions and for which our principal has paid the costs agreed upon, shall become the principals property the moment they are taken into service by us for the manufacture of the product.

These moulds etc., however, will be stored by us if they are not used in the production process and need not be returned to the principal - at his written request - any sooner than after expiration of two years following delivery and/or payment of the last order the principal placed with us of products manufactured using these moulds etc.

The principal is bound to collect the moulds etc. within three years after delivery of the last order. If this has not been done on time, we shall fix a time, in writing, within which the items concerned can still be collected. Should the principal not react on time, the moulds etc. concerned may be destroyed by us without our being bound to pay the principal any compensation. The principal shall be bound to pay any costs made by us for destruction.

Article 17:

In case our principal supplies the mould etc. they shall be returned at his request, however only, after all our claims, from whatever cause, have been satisfied.

Article 18:

We shall not be liable for loss, absence or damage to moulds, except in case of wilfulness or gross fault. If in these circumstances wilfulness and/or gross fault is concerned of sub-contractors, not being subordinates, liability on our part is also excluded.

If we are in the circumstances as mentioned above in this article are liable, then the compensation payment will be limited to the repair or the replacement of the mould, to be established by us.

Article 19:

Insofar as our quotation or confirmation of order specifies the number of shots or products for which a mould etc. can normally be used, this mould etc. will be deemed no longer suitable for further production after this number of shots, or after production of this number of products. In the absence of such a specification in the quotation or confirmation of order, we shall notify the principal as soon as we have ascertained that a mould etc. is no longer suitable for proper production. In this case, we shall also inform him of the costs for repair or replacement.

In assessing proper production, we shall also consider technological advances and adaptation of the plant to this, both with respect to volume and labour intensity.

As long as a mould etc. in conformity with the above standards, is still suitable for production and is in our care, its costs of maintenance shall be at our cost during a period

of two years after its first use, if regular follow-up orders are placed of the products to be manufactured from it. Moulds etc. which, in conformity with the above standards, are no longer suitable for production, need not be returned by us and we shall be free to destroy them without being obliged to pay any compensation to the principal.

VII Delivery

Article 20:

Delivery times are stated only approximately and form no deadline. We are not liable for the consequences should the time of delivery stated be exceeded.

Exceeding the time of delivery by whatever cause shall not entitle the principal to receive compensation, nor shall it be held responsible for failing to meet any obligation attached to him in this case.

Dissolution by the principal is possible under the conditions for cancellation, as laid down in article 9.

We shall be entitled to deliver an order wholly or consecutively in parts. In the latter case we are free to invoice our principal for each separate delivery and to demand payment for it.

If and insofar as a partial shipment is not paid for by the principal and/or the principal does not comply with other obligations resulting from the said agreement or former agreements, we shall not be obliged to deliver a next partial shipment and we shall be entitled to dissolve the agreement for the part which has not yet been completed, without any judicial intervention and without any notice of default of the principal and we shall keep our right to compensation and except the principal from any right to compensation or otherwise.

VIII Reservation of title and risk

Article 21:

The title to the goods delivered by us only then shall pass to the principal after he has fulfilled all of his obligations to us concerning payment of considerations agreed upon as well as payment of claims on account of failures in the fulfilment of agreements.

When the principal has goods in his possession concerning which we can exercise reservation of title, the principal is required to provide us with the goods at our initial request to this effect, without any judicial intervention being required. In addition, the principal shall be required to separately store the goods in question and to certify these goods as originating from us. The goods subject to our reservation of title may never be pledged or otherwise transferred to third parties as security, including hire-purchase and/or hire-sale, nor may these goods in any way whatsoever be sold, alienated or encumbered or moved to a location other than the one agreed upon.

The costs of exercising the reservation of title shall come at the expense and risk of the principal. The principal is required to ensure that the goods that are subject to our reservation of title are insured against the customary risks (explicitly including the risk of fire, theft, water and storm damage) or against the risks deemed advisable by us.

The principal is required to inform us immediately of the fact that third parties are exercising rights against goods that are subject to our reservation of title pursuant to this article.

In the event that the principal takes late delivery of goods and/or in case of improper fulfilment of obligations falling on the principal as well as in case the principal applies for a suspension of payments or is declared bankrupt at his own request or at the request of a third party or if the principal's movable goods and/or property or other goods are attached in any way whatsoever, as well as if the principal ceases his business or threatens to cease his business or approaches his creditors within the scope of a debt rescheduling scheme/payment scheme, or if we are reasonably entitled to assume that any of the situations mentioned above shall occur very shortly, we shall be entitled to notify the principal of this in writing, to suspend all further deliveries of goods or

rendering of services as well as to suspend our payments, if any, and to wholly or partially dissolve every agreement concluded with the principal by means of a single written notification to the principal, all this without prejudice to the rights to which we are entitled, such as the right to claim full compensation and/or repossess goods. The principal agrees to this in advance and should such a situation occur, the principal undertakes to grant us access to his sites and buildings to repossess the goods delivered by us but not yet paid for. In all of the cases mentioned above, our claim against the principal shall become payable in full and at once.

IX Force majeure

Article 22:

If we face a situation of force majeure, as in cases of disturbances in the company, or in the supply of products, components, materials or additives, and in circumstances making delivery unreasonable onerous and/or disproportionate difficult for us, we shall be entitled either to suspend delivery during a reasonable term to be established by us, or - after expiration of the said reasonable term or immediately - to dissolve the agreement, without a judicial interference, by means of a written reasoned statement, to that effect that the principal cannot make any claim to compensation for damages suffered or to be suffered because of it.

If then we partly execute an order, the principal shall be liable to us for our costs and/or a proportional part of the total price. We are not liable for any direct or indirect damages, by whatever name it may be called, to the principal or third parties because of suspension or cancellation as a result of above mentioned cases of force majeure.

X Rights of intellectual property

Article 23:

In case articles are manufactured by us in accordance with drawings, samples, models or other instructions in the widest sense of the word, received by us from our principal or through him from third parties, the principal shall guarantee that the manufacture and/or delivery of those articles does not infringe any rights of patent, brand or application, trade models or any other right of a third party, and our principal shall entirely safeguard us from any ensuing liabilities and the costs involved.

If a third party should raise objections to the manufacture and/or delivery on the basis of any alleged right, we are certainly and exclusively for this reason entitled to stop the manufacture and/or delivery immediately, and to claim compensation from our principal for costs already incurred, without prejudice to our claims for any further compensation, and we shall not have any obligation to any compensation towards our principal.

We are obliged to inform our principal forthwith if third parties should raise objections to the manufacture and/or delivery of goods destined for him.

The intellectual property of any documents, drawings, samples, models or other goods produced by us, shall remain ours, also after delivery to the principal. The principal shall be liable for any damage resulting from infringement of our rights of intellectual property, committed by means of goods delivered to him by us. The principal is obliged to notify us immediately, as soon as any infringement of our rights is known to him.

XI Claims and complaints

Article 24:

The principal is obliged to verify on receipt of the goods if the quantity of the products delivered is correct. Complaints about the quantity delivered must reach us immediately after which the principal reasonably could have checked the quantity, but at least within 5 working days from time of delivery. In default of timely complaints the quantity as stated

in the consignment note or some such similar document is deemed to have been accepted as correct by the principal.

All complaints concerning any possible improper execution of orders, or concerning the quality of the delivered products, must be lodged in writing within eight days after delivery.

In case of defects in the sense of art. 14, the principal must notify us by registered letter within 48 hours after he thinks he has established a defect.

After these fixed times, the principal is considered to have accepted the delivered goods completely. We shall not be obliged to entertain claims or complaints received after the above times.

If a claim has been submitted in time and after it has been established that the goods are defective, we shall, in our option, either make the necessary repairs or repeat the delivery wholly or partly, without any cost to the principal.

In case of delivery, within the framework of trade, of complete products manufactured by third parties, we shall, in our option, either repeat the delivery wholly or partly, without any cost to the principal, or we shall take the goods back and credit the principal.

We shall not be liable for any further compensation, particularly not for compensation of damage.

We shall not be liable for any costs, damages and interest that might arise for the principal or for third parties as a direct or indirect result of actions or acts of negligence of our employees or of defects of goods that have been delivered to the principal by us. Our only commitment shall be to make delivery in accordance with the specifications agreed upon when the order was placed. We shall not assume any responsibility for non-functioning of products delivered by us for purposes meant by the principal or any other different purposes, deviating from the specifications.

No claims shall be entertained if the principal is in default in any way with respect to any obligation towards us, arising from any agreement.

The principal shall safeguard us from any claims for the compensation of any damage, from third parties, which may result from this agreement.

XII Payment

Article 25:

Payment shall be made within 30 days from the invoice date or when a shorter term is stated, within that term. Should this term be exceeded, the buyer shall be in default in justice by the mere termination of the said term of payment, without any declaration to that effect.

In such cases, the execution of all orders accepted for the principal shall be suspended until complete payment has either actually taken place or will be made during a term to be established by us. Should this term be exceeded, we shall be entitled not to execute the orders in question and to claim compensation.

If the invoice has not been paid by the due date, an interest of 1.5% of the invoice amount is due for each month or part of a month with which the due date is exceeded.

Payments shall be made into our bank account.

The buyer shall be in default without any declaration to that effect by the mere expiration of the due date, and in the cases of (petition for) bankruptcy or suspension of payment, trusteeship and the winding up of business.

All costs, in particular extra-judicial, and judicial costs we make in order to collect our claims, that are connected with any overdue payment, shall be chargeable to the principal in default at the costs actually incurred. The extra-judicial costs will amount to 15% of the amount due.

We shall have the right to establish from which debts payments are to be deducted, but in any case these will first be deducted from our interest and costs.

At all times shall we have the right to demand further security for the payment from the principal.

If within 10 working days after the request to provide security this request has not been complied with, the principal shall be in default without further notice and the order shall be considered to have been terminated and/or the agreement

shall be considered to have been dissolved. The principal shall be liable for all our costs and damage resulting from the order and its premature termination.

We shall be entitled to demand that our principal signs an act of cession which transfers his claims on his purchaser, to which the principal binds himself, should we so require, so that we shall have a security for the payment of any debt(s) the principal may owe us.

XIII Applicable law

Article 26:

All agreements to which our general terms and conditions apply and agreements resulting from such agreements shall exclusively be governed by Dutch law. This stipulation also fully applies to all negotiations conducted, offers, quotations, accepted orders, instructions and the like.

All disputes that may arise between the members of the PVT and the principal concerning the execution of the agreements, offers, quotations, accepted orders, instructions and the like governed by these general terms and conditions as well as all negotiations conducted are submitted exclusively to the competent court in the court district where the seller has its registered office. The seller however remains at all times entitled to summon the principal to appear in the court which has jurisdiction according to the law or the applicable international treaty.

XIV Registration and effective date

Article 27:

These terms and conditions have been filed in Dutch with the Chamber of Commerce in The Hague, sub number 27177181 and takes effect from November 1, 2011.

We are authorized to amend these general terms and conditions. The amendments will directly come into force, in the way that it becomes retroactive operative, if and as far as it will not put the client at a disadvantage.

Invalidity, nullification of a part of these general terms and conditions will not result in the invalidity, nullification of all parts of these general terms and conditions.

This is a translation, without obligation on our part, of the Dutch original, made available exclusively for the convenience and information of our clients abroad. In case of any dispute, the Dutch text shall be binding.

The Hague, 2011