



## General Sales Conditions of NRK Plastics Processors *(also NRK PVT Plastics Processors)*

### I Applicability

#### Article 1:

- 1.1 These conditions apply to all offers, quotations, accepted orders, assignments, arrangements and/or other agreements, as well as to all negotiations entered into by one of the members of the NRK PVT, whether or not via the intermediation of an authorised person (hereinafter: "we"), with a third party (hereinafter: "client"), to the exclusion of all other terms and conditions, unless we have explicitly stated by letter or by email (hereinafter: "in writing") that any such other conditions will apply. Any potential (general) conditions of the contractual party do not apply.
- 1.2 Deviations from these conditions can only be agreed in writing.
- 1.3 If a client has on one occasion entered into an agreement with us under these general conditions, then these general conditions are also applicable to any subsequent agreement, regardless of whether such an order has been confirmed in writing.

### II Offers

#### Article 2:

Offers, regardless of the form, are always without obligation, until the resulting assignment has become binding in the manner described in Article 7.

#### Article 3:

- 3.1 We exclude any liability for direct or indirect damage caused by inaccuracies in advice and data provided by us with regard to products to be delivered, unless there exists intent or wilful recklessness.
- 3.2 If the exclusion of liability in the previous paragraph cannot be upheld, then the compensation is limited to a maximum of the invoice amount of the agreement (excluding VAT) from which the liability arises, otherwise to the part of the invoice to which the liability relates. The compensation for the damage is in any case limited to the amount disbursed by our liability insurer, to be supplemented with the amount of the deductible that is payable by us in the relevant case in accordance with the applicable insurance contract.

#### Article 4:

- 4.1 All drawings, sketches, diagrams, samples, models etc. (hereinafter: "documents") produced by us in the context of orders remain our property and will remain so even after the agreement has been fully executed.
- 4.2 The documents may not be reproduced or shown to third parties, in whole or in part, for any purpose whatsoever, without our written

permission. The client is liable for the damage that we suffer if third parties have access to one or more documents.

- 4.3 The documents must be returned to us immediately upon first request.

#### Article 5:

- 5.1 We are not obligated to test the data or documents received from the client or via him from third parties nor to check the accuracy thereof.
- 5.2 We exclude any liability for inaccuracies in data, documents or advice provided by or on behalf of the client for use in the execution of the agreement.
- 5.3 If the exclusion of liability in the previous paragraph cannot be upheld, then the compensation is limited to a maximum of the invoice amount of the agreement (excluding VAT) from which the liability arises, otherwise to the part of the invoice to which the liability relates. The compensation for the damage is in any case limited to the amount disbursed by our liability insurer, to be supplemented with the amount of the deductible that is payable by us in the relevant case in accordance with the applicable insurance contract.
- 5.4 The client indemnifies us against third-party claims arising from the inaccuracies referred to in paragraph 5.1.

#### Article 6:

- 6.1 All prices are for delivery ex works, including packaging and excluding VAT, unless otherwise agreed. If costs that are due in connection with the agreement, such as freight costs, import and export duties, costs of storage, deposit, monitoring, customs clearance, tax or other charges, are introduced or increased after the conclusion of the agreement, these will be borne by the client, as well as the consequences of changes in exchange rates, unless explicitly agreed otherwise.
- 6.2 For goods that we must deliver at a later date or on demand and for goods that we do not have or only partially have in stock when we receive the order and that we will note for delivery as soon as possible, we reserve the right, without further notice, to calculate the prices and costs applicable at the time of delivery, regardless of prior confirmation.

### III Order / Assignment and other arrangements

#### Article 7:

An agreement with the client is only formed after the assignment given to us has been accepted or confirmed by us in writing, without any reservations. Our order confirmation is deemed to accurately and completely

reflect the agreement, unless the client explicitly informs us otherwise in writing within 5 working days of receiving the order confirmation. The above likewise applies to the formation of further agreements and to the amendment of existing agreements.

**Article 8:**

If, after our acceptance of an order or sale, circumstances arise that affect the cost price, such as changes in the prices of raw materials or in the actual goods to be delivered, in wages, in exchange rates, in import duties, etc., then we are entitled to pass those price changes on to the client. The client will be informed of this.

**Article 9:**

- 9.1 After acceptance of the order, amendments specified by the client will only be implemented by us if they have been confirmed by us in writing. If we, for reasons on our part, decide not to implement the specified amendments, the client will never be entitled to dissolve the agreement in whole or in part and the client remains fully liable to pay the agreed price, or, at our discretion, the costs already incurred as well as the amount arising from our loss of profit and idle losses.
- 9.2 Cancellation or dissolution by the client is only possible after prior written permission from us. The client is then obliged to reimburse all costs already incurred by us, as well as our loss of profit and idle losses.

**Article 10:**

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

**IV Provisions regarding the product**

**Article 11:**

We are deemed to have met our obligations regarding the quantity of product to be delivered if we deliver 10% more or less than the ordered quantity.

**Article 12:**

- 12.1 Components to be made available to us by or on behalf of the client, which need to be applied or processed to, in or on the product to be manufactured by us, must be delivered to us on time, free of charge to our factory in the required quantity with a surplus of 10%.
- 12.2 The client is liable for the components or other goods thus made available to us by third parties and for the proper usability thereof. We assume, without any investigation, that these components, etc. can be easily used, assembled or processed in, on or to the assigned product to be manufactured, unless other provisions have been agreed in writing.
- 12.3 If the aforementioned components are delivered too late or cannot be processed by us and this results in production downtime, the client is liable for all damage suffered by us as a result of this downtime.

**Article 13:**

We will only take the product to be manufactured into production when the test series provided by us has been

approved by the client and he has notified us in writing, or we have confirmed that approval in writing.

**V Guarantee**

**Article 14:**

- 14.1 With due observance of the provisions elsewhere in these general conditions, we vouch, in the case of products manufactured by us or on our behalf, for both the soundness of the products delivered by us, and the quality of the material used and/or built for that purpose, in the sense that the soundness of the specification must be predefined for specified products. In the case of delivery, in the context of trade of complete products manufactured by third parties, we only guarantee that the delivered products satisfy the specification and materials agreed between the parties.
- 14.2 Defects in moulds and products produced using those moulds, for which the client proves, within four months, calculated from the day of dispatch, that these defects have arisen exclusively or predominantly as a direct result of an inaccuracy in the structure designed by us or as a result of poor finishing or use of poor material, will be remedied by us. We are not obliged to make any further compensation for damage, direct or indirect, suffered by the client or by any third party.
- 14.3 With regard to the use of moulds made by us in our company, a guarantee period of two years applies, or the explicitly agreed number of plastics products to be produced applies.
- 14.4 The guarantee given in paragraphs 1 to 3 of this Article does not apply if it concerns:
- defects that are the result of unsuitability of materials and/or components made available or prescribed by the client;
  - defects that are the result of improper use or omission by/on the part of the client or his staff;
  - defects due to normal wear and tear, improper handling, excessive load or use of unsuitable equipment and corrosive chemicals;
  - amendment of moulds, carried out by third parties outside of our assignment.

**VI Moulds etc.**

**Article 15:**

If we must take care of the manufacture of a mould, shape, auxiliary tool, etc., we will only start the production after the client has paid us the requested reimbursement for manufacturing costs. Similarly, we will only start to make amendments, improvements or repairs to moulds, etc. after the costs that we have determined (or estimated if necessary) for this have been paid.

If no price has (yet) been explicitly agreed for the work, the client will pay us an advance for the costs to be determined by us upon first request.

**Article 16:**

- 16.1 Moulds, shapes, auxiliary tools, etc. manufactured by us or manufactured in whole or in part according to our instructions, for which the client

has paid the agreed costs, become the property of the client at the moment that they are used by us for the manufacture of the product.

- 16.2 The moulds, shapes, auxiliary tools, etc. referred to in paragraph 1 of this article are nevertheless retained by us if they are not used for production and do not need to be returned to the client sooner – and not earlier than after a written request from the client – than after a period of two years after delivery and/or payment of the last order placed with us by him for products made with these moulds, shapes, auxiliary tools, etc.
- 16.3 The client is obliged to collect the moulds, shapes, auxiliary tools, etc. from us within three years after delivery of the last order. If this is not done in time, a deadline will be set by us in writing, within which the goods can still be collected. If the client does not respond in time, the moulds, shapes, auxiliary tools, etc. may be destroyed by us, without our being obliged to pay any compensation to the client. The client is obliged to pay the costs that we must incur due to the destruction.

**Article 17:**

In cases where the client delivers the moulds, shapes, auxiliary tools, etc., these are returned upon his request, but only after all our claims, for any reason whatsoever, have been paid.

**Article 18:**

- 18.1 We exclude our liability for any direct or indirect damage due to loss, misplacement or damage to moulds, shapes, auxiliary tools, etc., unless there exists intent or wilful recklessness.
- 18.2 If the exclusion of liability in the previous paragraph cannot be upheld, then the compensation is limited to repair or replacement of the moulds, shapes, auxiliary tools, etc., to be determined at our discretion.

**Article 19:**

- 19.1 Insofar as we have indicated on the offer or order confirmation the number of uses or products for which a mould, shape, auxiliary tool, etc. will normally be usable, then after that number of pieces or after the production of that number of pieces, the mould, shape, auxiliary tool, etc. will be deemed no longer suitable for further production. If such a specification has not been made in the offer or order confirmation, we will inform the client as soon as it appears to us that a mould, shape, auxiliary tool, etc. is no longer suitable for economically responsible production. In that case, he will also be informed of the costs associated with the repair or replacement.
- 19.2 When assessing economically responsible production, as referred to in paragraph 1 of this article, consideration must also be given to the advancement of technology and the adaptation of the company thereto, in terms of both volume and labour intensity.

- 19.3 As long as a mould, shape, auxiliary tool, etc. is, according to the aforementioned standards, still suitable for production and is in our custody, and in the event of regular re-ordering of the products to be manufactured, the maintenance costs will be borne by us for a period of two years after first use.
- 19.4 Moulds, shapes, auxiliary tools, etc. that are no longer suitable for production according to the aforementioned standards do not need to be returned by us and may be destroyed by us without our being obliged to pay any compensation to the client.

**VII Delivery**

**Article 20:**

- 20.1 Delivery occurs under the delivery conditions EXW (“Ex Works”) as referred to in the Incoterms 2010. From leaving the warehouse or factory, the goods are at the expense and risk of the client, who must take out adequate insurance for that risk.
- 20.2 We are free to choose efficient packaging and shipping. Packaging for our products that is intended for repeated use remains our property. The client will keep this packaging at our disposal. The client is liable for damage or loss.
- 20.3 Delivery times are only approximate and are not a strict deadline. We exclude any liability for the consequences of exceeding the suggested delivery time.
- 20.4 Exceeding the delivery time, due to any cause whatsoever, will not entitle the client to compensation, nor to non-fulfilment of any of his obligations. Dissolution by the client is possible under the conditions that apply for cancellation by the client, as stated in article 9, paragraph 2.
- 20.5 We are entitled to deliver an order in whole or successively in parts. In the latter case, we are entitled to invoice the client for each partial delivery separately and to demand payment for this. If and as long as a partial delivery is not paid by the client and/or the client does not fulfil other obligations arising from the relevant agreement or (an) earlier agreement(s), we are not obligated to deliver a subsequent partial delivery and we are entitled to dissolve the agreement(s) insofar as it has or they have not (yet) been executed, without judicial intervention and without any notice of default, while retaining our right to compensation and without the client being able to assert any right to compensation or otherwise.

**VIII Retention of title and risk**

**Article 21:**

- 21.1 We reserve the ownership of all goods delivered by us to the client under any agreement and goods still to be delivered until the purchase price for all these goods from any agreement has been paid in full. If, in the context of this/these agreement(s), we also carry out or will carry out work to be reimbursed by the client for the benefit of the

client, the aforementioned reserved ownership applies until the client has also paid these claims of ours in full. The reserved ownership also applies to the claims that we were able to obtain against the client due to the client's failure to fulfil one or more of its obligations towards us arising from the aforementioned agreements.

- 21.2 If the client has goods in his possession for which we can exercise retention of title, the client is obliged to deliver the goods to us upon our first request, without judicial intervention being required. The client is furthermore obliged to keep the relevant goods separate and to mark them as originating from us.
- 21.3 The goods that fall under our retention of title may never be pledged or otherwise provided as security to third parties, including hire purchase and/or hire sale, nor may they be sold in any way or alienated or swapped or relocated to a location other than agreed.
- 21.4 The costs of exercising the retention of title are at the expense and risk of the client. The client is obliged to ensure that the goods that fall under our retention of title are insured against risks that are customary for insurance (fire, theft, water and storm damage are explicitly included herein) or that we deem desirable.
- 21.5 The client is obligated to inform us immediately of the fact that third parties are asserting rights on goods that are subject to our retention of title pursuant to this article.
- 21.6 In the event of late collection and/or improper fulfilment of obligations resting on the client and in the event that the client requests suspension of payment or is declared bankrupt at its own request or at the request of a third party, or if seizure of his movable and/or immovable property takes place in any way, and if the client shuts down his company or threatens to shut it down, or approaches his creditors in the context of a debt restructuring/repayment scheme, or if we can reasonably assume that any of the aforementioned situations will occur in the very short term, we are entitled to inform the client in writing and to suspend any further delivery of goods or services as well as to suspend our potential payments and to dissolve in whole or in part any agreement concluded with the client by means of a single written notification to the client, all without prejudice to our rights such as the right to full compensation and/or reclamation of goods. The client agrees to this in advances and already grants us access to its grounds and buildings for that situation to reclaim the goods delivered by us but not yet paid for. Our claim against the client will become fully and immediately claimable in all the aforementioned cases.

#### **IX Force majeure**

##### **Article 22:**

- 22.1 If a force majeure situation occurs in relation to us, which also includes disruptions in the company, or in the supply of products, materials, raw materials or resources, and if circumstances arise that result in delivery becoming unreasonably onerous and/or a disproportionate burden for us, we are entitled either to suspend delivery for a reasonable period to be determined by us, or – either after expiry of the specified reasonable period or immediately – to dissolve the agreement without judicial intervention, by means of a written reasoned statement, without the client being able to derive any claim to compensation for damage suffered or to be suffered by it. If it is a case of partial execution, the client will owe us the incurred costs and/or a proportional part of the total price, naturally against delivery of the goods manufactured by us.
- 22.2 We exclude any liability for direct or indirect damage, howsoever named, for the client or for third parties due to suspension or dissolution as a result of the force majeure referred to in paragraph 1.

#### **X Intellectual property rights**

##### **Article 23:**

- 23.1 In the event of manufacture by us of goods according to drawings, samples, models or other instructions in the broadest sense of the word, received from the client or via him from third parties, the client guarantees that we are not, through the reproduction and/or delivery of those goods, infringing any form of intellectual property rights of third parties and the client fully indemnifies us against all claims and associated costs. If a third party objects to the manufacture and/or delivery on the basis of any alleged right as referred to above, we are on that basis automatically and exclusively entitled to immediately cease production and/or delivery and demand reimbursement of the incurred costs from the client, without prejudice to our claims for possible further damages, without our being obliged to pay him any compensation. We will inform the client if third parties object to the manufacture and/or delivery of goods intended for him.
- 23.2 If intellectual property rights arise during the execution of the agreement, then the intellectual property rights, including the copyright, remain with us. Insofar as the intellectual property rights fall to the client according to law, the client transfers these intellectual property rights to us in advance and the client will cooperate in this transfer if necessary and he furthermore grants a power of attorney to us so that we can do all that is necessary in order for the intellectual property rights to fall to us. The client waives, to the extent permitted by law, any personality rights that remain with the client.

- 23.3 If we give the client a right of use, this is always based on a non-exclusive and non-transferable licence, which is limited to the agreed use.
- 23.4 The client is liable for damage caused by infringement of our intellectual property rights, committed by means of the goods supplied to him by us. The client is obligated to inform us immediately as soon as he becomes aware of any infringement of our rights.
- 23.5 In the event of violation of the provisions of paragraphs 1 to 5 of this article, the client will, without any notice of default being required, immediately owe us a lump-sum fine of €50,000.00 as well as €5,000.00 per day that the violation continues up to a maximum of €100,000.00, without prejudice to our right to claim full compensation with interest and costs. Any paid or due fine will not be deducted from any due liability with interest and costs. We and the client hereby explicitly deviate from the provisions of Article 92 (2) Book 6 Dutch Civil Code.

## XI Complaints

### Article 24:

- 24.1 Upon receipt of the delivered goods, the client must examine whether the quantity of goods delivered is correct. Complaints about the delivered quantity must be made immediately after the client could reasonably have investigated the quantity, but must have been received at the latest within 5 working days after delivery of the goods. In the absence of a timely complaint, the quantity as stated on the consignment note, delivery note or other such document is deemed to have been accepted by the client as correct.
- 24.2 All complaints about any incorrect execution of the orders, or about the quality of the delivered goods, must be submitted in writing within eight days of the delivery.
- 24.3 In the event of defects within the meaning of article 14, paragraph 2 of these general conditions, the client must inform us thereof by registered letter within 48 hours after he believes that he has found a defect.
- 24.4 When the periods referred to in paragraphs 1 to 3 of this article have expired, the client is deemed to have fully accepted the delivery. We therefore no longer have to deal with complaints outside these periods.
- 24.5 If a complaint has been made in time and after it has been proven that the delivered goods exhibit material or manufacturing defects, we will, at our discretion, arrange for either free repair or full or partial free redelivery. In the event of a delivery in the context of the trade of complete products manufactured by third parties, we will arrange for a full or partial free redelivery at our discretion, or we will take back the delivered goods under credit of the client. We are not bound to any further obligations, in particular not to compensation for damage.

- 24.6 We exclude any liability for costs, damage (both direct and indirect) and interest that may arise for the client or for third parties as a direct or indirect consequence of acts or omissions of persons in our service or of shortcomings of the goods delivered to the client by us, unless there exists intent or wilful recklessness.
- 24.7 If the exclusion of liability in the previous paragraph cannot be upheld, then the compensation is limited to a maximum of the invoice amount of the agreement (excluding VAT) from which the liability arises, otherwise to the part of the invoice to which the liability relates. The compensation for the damage is in any case limited to the amount disbursed by our liability insurer, to be supplemented with the amount of the deductible that is payable by us in the relevant case in accordance with the applicable insurance contract.
- 24.8 We are only obliged to deliver in accordance with the specifications agreed when the orders were placed. We accept no liability for the applicability of the delivered products for the purposes intended by the client or for any other purposes that deviate from the specifications.
- 24.9 Complaints will not be processed if the client has in any way remained negligent with his obligations to us arising from any agreement.
- 24.10 The client indemnifies us against all claims for compensation of any damage, from third parties, arising from this agreement.

## XII Payment

### Article 25:

- 25.1 Within 10 working days of receiving an invoice, the client must check the correctness thereof and – insofar as applicable – justify their dispute of the correctness of the invoice. After the stipulated period has elapsed, the client's right to dispute the correctness of the invoice expires. If the client disputes the correctness of the invoice within the aforementioned period, this does not then suspend the payment obligation as referred to in paragraph 2.
- 25.2 Payment must be made by bank transfer without any deduction, discount, settlement or suspension and must be credited to our bank account within 30 days of the invoice or, if a shorter period is specified, within that period. This period is a strict deadline. If this period is exceeded, the client is automatically in default.
- 25.3 As soon as the payment period has expired, the execution of all assignments accepted for the client will be suspended until full payment has been made, or until a deadline to be set by us. If this deadline is exceeded, we are entitled not to carry out the aforementioned assignments and to claim compensation.
- 25.4 As soon as the payment period has expired, the client owes interest of 1.5% of the invoice amount,

including VAT, for each month or part of a month that exceeds the due date.

- 25.5 All costs (which expressly includes the full lawyers' costs), in particular the extrajudicial and judicial costs for collection of our claim, relating to the late payment are to be borne by the client. The extrajudicial collection costs will amount to 15% of the amount due, including VAT.
- 25.6 If there is a reasonable suspicion that the client's financial position gives cause for this, we are at all times entitled to demand advance payment or cooperation in establishing security for payment of the price within 10 working days of our request. This period is a strict deadline. We are at all times entitled and are hereby irrevocably authorised by the client to perform any further (legal) acts required to establish a lien on the client's claims or property (which explicitly includes establishment or confirmation of the lien by authentic or registered private deed) and thereby also to act on behalf of the client. We are entitled in the interim to suspend the execution of the work until the requested payment or security has been fulfilled. If the request for payment/security has not been fulfilled within 10 working days, the client is automatically in default and the agreement can be dissolved by us in writing without judicial intervention. The client is then liable for all costs, damage and loss of profit arising from the agreement and from the premature dissolution.
- 25.7 We have the right to determine the debts to which the payments are allocated, but in any case, payments will first of all be regarded as a deduction from the interest and costs incurred by us.
- 25.8 The client is also automatically in default in the event of (application for) bankruptcy or suspension of payment, being put under guardianship or under administration and liquidation.

### XIII Applicable law and choice of forum

#### Article 26:

- 26.1 Dutch law applies exclusively to the agreements governed by these general sales conditions and agreements arising therefrom.

- 26.2 All disputes that may arise between us and the client are submitted exclusively to the competent court in the district where we are located. However, we always remain authorised to summon the client before the court that is competent according to law or the applicable international treaty.

### XIV Final provisions

#### Article 27:

- 27.1 If, during the execution of the agreement, personal data as referred to in the General Data Protection Regulation are processed by us or by the client, we and the client – if the General Data Protection Regulation requires this – will agree, in writing, a processor agreement that complies with the provisions of the General Data Protection Regulation.
- 27.2 The client indemnifies us against the administrative sanctions, remedial sanctions and punitive sanctions imposed on us in the context of processing that we carry out during the execution of the Agreement.

#### Article 28:

- 28.1 These general sales conditions were filed with the Netherlands Chamber of Commerce, under number 27177181, and are valid from 15 July 2019.
- 28.2 We have the right to amend these general sales conditions. The client is deemed to have accepted any amendment to the general sales conditions if the client has not reported its objections to us in writing within seven days of written notification of the amendments.
- 28.3 Invalidity or nullification of part of these general sales conditions do not result in the invalidity or nullification of these general sales conditions.
- 28.4 Insofar as these general sales conditions have been translated into a language other than Dutch, the Dutch text is always decisive in the event of differences.

*The Hague, 2019*