

General Conditions of the BV Ponnoplastic in Amersfoort registered with the Chamber of Commerce in Amersfoort under no.: 31047074

Article 1
General

- 1.1. These General Conditions apply to all our offers and agreements, with the exception of conditions defined or declared applicable by the Buyer, whether or not explicitly accepted in writing.
- 1.2. The Buyer declares to be aware of the fact that these General Conditions will be part of later offers and / or agreements, even if they are not explicitly referred to.
- 1.3. Any deviations from these General Conditions shall only apply if and insofar we have confirmed this in writing and only for the relevant offers and / or agreement.

Article 2
Offers

- 2.1 All our offers are free of obligation and can be revoked or changed until we have confirmed our acceptance thereof in writing. An agreement is first established when we have confirmed a contract on writing or have begun its implementation.
- 2.2 The agreement extends no further than to the deliveries and / or work that is explicitly described in the offer or order confirmation. In case of violation, the order confirmation shall prevail. Any verbal promises can only be relied on if there is mention thereof in the written order confirmation or in any other document that is part of the agreement.
- 2.3 Changes in the implementation of a contract are only possible if communicated to us in a timely manner and accepted by us in writing, in which at least the related costs and / or the damage shall be borne by the Buyer. In case of changes to the contract, we are no longer bound to agreed prices and / or delivery periods.

Article 3
Prices

- 3.1 All prices mentioned document are exclusive of sales tax and other levies, taxes and costs related to the agreement.
- 3.2 The prices are calculated on delivery ex warehouse in the Netherlands, unless agreed otherwise in writing.
- 3.3 Any packaging, other than our standard packaging is charged at cost price.
- 3.4 All prices are based on one or more cost price components at the time of the establishment of the agreement, such as purchase prices of raw materials and (semi) finished products, freight rates, exchange rates, import duties, taxes and other levies or charges. If, after the date of establishment of the agreement, one or more cost price components are increased, we have the right to adjust the agreed price accordingly.

Article 4
Delivery

- 4.1 Unless otherwise agreed in writing, agreed delivery periods are never intended as deadlines. Specified delivery periods only become effective after written order confirmation. If the delivery period threatens to be exceeded, we will consult with the Buyer. In no case, exceeding the indicated delivery period shall give the buyer any right to compensation of damages nor to suspension and / or dissolution of the agreement, unless the delay is the result of our intent or gross negligence, not including intent or gross negligence of employees or others for whom we may be liable by Law.
- 4.2 If, nonetheless, the period being exceeded is as such that the Buyer no longer has any interest in the delivery, the Buyer has the right to cancel the Agreement, without any party being entitled to compensation of costs and / or damage.

- 4.3 When necessary, we are authorized to make partial deliveries for an order, in which case the Buyer is to pay a proportionate part of the amount due on (full) delivery.
- 4.4 Delay in the implementation of an agreement due to circumstances at the side of the Buyer, does not exempt him from making payments within the agreed installment(s).

Article 5
Payments

- 5.1 Unless agreed otherwise, payment should occur at the latest 30 days after the invoice date or prior delivery, without discount or settlement. For payments within 8 days after billing date, 2% of the amount billed may be deducted.
- 5.2 In case of non-timely payment, buyer is due interest – without notice of default – equal to the then applicable statutory interest, plus 2%.
- 5.3 In addition, all extrajudicial collection costs shall be borne by Buyer. Those costs shall be determined to be at least 15% of the principal amount due by Buyer.
- 5.4 Non-timely payment buy Buyer suspends our obligations without any notice being required.
- 5.5 If the Buyer, after a reminder, remains in default in the sense of timely payment, we are entitled to fully or partially dissolve the agreement, without prejudice to our further claims with regard to the default.
- 5.6 All amounts due by payer to us is immediately payable if he dies, is placed under guardianship, finds himself in liquidation, if he is declared bankrupt, is granted preliminary suspension of payment or if attachment is made.

Article 6
Complaints

- 6.1 We must be notified of complaints regarding any erroneous shipments, shortfalls and other observable defects or shortcomings immediately, but at least within eight days after delivery. In case of non-timely notification, the complaint can no longer be processed. The same goes for complaints with regard to shortcomings in the delivery that have not been reported at the latest within eight days after the buyer should have discovered them.
- 6.2 Return shipments are only accepted after our written permission thereto. We are not required to return goods that have been returned to us without permission to the Buyer, unless all associated costs are compensated.
- 6.3 If a complaint is valid, the Buyer is only entitled to restoration or replacement of the delivered goods, at our discretion.
- 6.4 Every right to complain shall lapse if the goods delivered have been partly or fully used or are not at the place or in the state of delivery in any other way.
- 6.5 For electrical equipment, complaints are only valid if the requirements have been adhered to and the equipment has been used properly without damaging it. If it appears to be damaged when unpacking it, the Buyer should report this in writing within eight days.
- 6.6 In respect of complaints about defects as referred to in this article, we are never held to pay compensation of damages.

Article 7
Warranty

- 7.1 In respect of products delivered by us that we have purchased from third parties, we are not required to do more than mediate in or implement the relevant factory warranty provisions.
- 7.2 If the product delivered shows defects other than those referred to in article 6 within six months after delivery, we will repair or replace the product delivered, at our discretion. If repair or replacement is not possible or objectionable in our opinion, we are entitled to do no more than take back the product delivered and to reimburse the price paid by the buyer, with the exception of the costs relating to transportation and assembly. In all cases, the Buyer cannot assert any other claims against us.
- 7.3 Warranty shall only apply if and insofar it appears that the product delivered has not fulfilled the agreement.

- 7.4 Defects caused by normal external wear and tear influences, improper use and failure to observe operation and maintenance requirements, are not covered by the warranty. Changes or repairs not performed by us, shall void any warranty claim.
- 7.5 Warranty shall only apply if Buyer has fully met all of his obligations towards us. If the Buyer, after a reminder, remains in default with regard to his payment obligation, any entitlement to warranty shall lapse.

Article 8

Force Majeure

- 8.1 If we fail to fulfill any obligation as a result of Force Majeure, we are authorized to declare the agreement fully or partially dissolved. This also applies in case of temporary Force Majeure if that causes an unchanged implementation of the agreement to be impossible or objectionable in our opinion.
- 8.2 In case of Force Majeure or an aforementioned dissolution of the agreement, none of the parties has any entitlement to compensation of damages towards the counterparty, without prejudice to the obligation – in case of dissolution – to undo what has been done for the implementation of (the dissolved part of) the agreement.
- 8.3 Circumstances of Force Majeure include: war, acts of war, fire, strikes, theft, delay in delivery of products and or services by third parties, business interruptions and other circumstances beyond our control, due to which unchanged full or partial compliance on our part is hindered or deemed objectionable.

Article 9

Liability

- 9.1 Any liability on our part, arising from non-, non-timely, or improper compliance with an agreement is explicitly limited to an amount equal to the amount we charged or may charge the Buyer in respect of that agreement. Any further liability is hereby explicitly rejected, insofar no mandatory rules dictate otherwise.
- 9.2 We accept no liability whatsoever for corporate damage or any other consequential damage of whatever nature.
- 9.3 If the buyer chooses to resell the delivered to a third party, whether or not as part of another, this occurs fully at the expense and risk of the Buyer, who must indemnify us from any third party claims.

Article 10

Property retention

- 10.1 The property of the affairs delivered by us shall first pass on to the buyer if and insofar the buyer has fully paid the invoices associated with the delivery as well as any previous or later invoices.
- 10.2 As long as this property retention is in effect, the Buyer is only allowed to sell the affairs delivered by us in the context of normal business operations. Buyer is not entitled to establish lien or any other limited right under any title whatsoever on these affairs.
- 10.3 The buyer is required to inform us immediately in writing about facts or circumstances that threaten to prevent normal business operations. In these circumstances, we are authorized to declare the agreement dissolved effective immediately and to recover the affairs delivered with repayment of their value, without prejudice to our other rights. Insofar necessary, the Buyer hereby grants permission to this end. The same applies if the Buyer is in default with regard to payment.

Article 11

Designs c.a.

- 11.1 All designs, drawings, models and molds designed by us shall remain our property and cannot be fully or partially be duplicated, disclosed, processed, sold, rented out or made available to third parties without our written permission. This applies to all rights associated with designs, drawings, models and molds.

- 11.2 In case of discrepancies between the designs, drawings, models and / or molds provided to us by Buyer and the written order confirmation, the latter shall prevail.

Article 12

Dissolution

- 12.1 Notwithstanding the provisions of the Law and these conditions, in case of a dissolution of the agreement due to a cause attributable to a shortcoming of the Buyer or another buyer, we are also entitled to dissolve or terminate all other agreements between us and the buyer, effective immediately, by means of one written notice, without granting the buyer any right to claim compensation of damages from us and without prejudice to our other rights.
- 12.2 Furthermore, we are authorized to suspend our obligations if we fear that compliance of buyer with his obligations is insufficiently guaranteed. Buyer should then provide adequate security. If Buyer fails to provide security at our first request and to our satisfaction within a deadline determined by us, we are entitled to declare the agreement dissolved, without prejudice to our other claims.

Article 13

Insurance

- 13.1 Molds that are property of Buyer, should be insured by Buyer. We are not insured for molds and or goods of the Buyer or third parties. Buyer can never recover damages from us in case of any emergency (fire).

Article 14

Disputes and applicable Law

- 14.1 All disputes between us and a Buyer or counterparty, shall be settled by the competent court under the ordinary arrangements, provided that the court in our city is also competent
- 14.2 To all agreements between us and the Buyer or any counterparty, Dutch law exclusively applies.
- 14.3 These general conditions are registered in Dutch with the Chamber of Commerce Gooi Eemland, under number 31047074