

GENERAL TERMS AND CONDITIONS OF PURCHASE OF DPRA MEMBER COMPANIES

DUTCH PLASTIC AND RUBBER ASSOCIATION, registered in Amsterdam

1. **DEFINITIONS AND GENERAL**

- 1.1 Definitions of terms used in these general terms and conditions of purchase ('General Conditions'):
 - a) DPRA: Dutch Plastic and Rubber Association B.V.
 - b) Supplier: the professional party that contracts with DPRA/Buyer for the supply of goods, services and work.
 - c) Buyer: the client and Netherlands-based company affiliated to the DPRA.
 - d) Goods and/or work: all (customised) products and/or services and/or orders, supplied by the Supplier to the Buyer.
 - e) Request for quote: the Buyer's request to the Supplier to provide the Buyer with a quote for the supply of goods and/or work.
 - f) Contract: an agreement in writing between the Supplier and the Buyer for the supply of goods and/or work.
 - g) In writing: by (registered) letter, bailliff's notice and communication by electronic means, such as email.
- 1.2 Any deviation from these General Conditions or any part hereof is only binding if agreed in writing.
- 1.3 If any provision in these General Conditions is void or is revoked by court order, this shall not affect the effect of the other provisions, and the Supplier shall then be entitled to replace that provision by a provision that approximates as closely as possible in intention without being void or voidable.
- 1.4 In the event of a textual difference in meaning between the various language versions of these General Conditions, the Dutch text shall be binding.
- 1.5 The copyright of these General Conditions belongs to DPRA. These General Conditions may not be reproduced and/or disclosed in whole or in part in any manner whatsoever without the prior written consent of DPRA, except for personal use.
- 1.6 These General Conditions apply to all contracts between the Supplier and the Buyer, as well as to all offers/quotes made by the Supplier. Once a contract has been concluded under these General Conditions, these General Conditions will also apply in full to any later contract.

2. **OFFERS AND CONTRACTS**

- 2.1 All offers issued by the Supplier shall remain open for 90 days from the date the offer is received by the Buyer, unless otherwise agreed in writing.
 - 2.2 The Buyer's request for quote is always without obligation. There is no binding contract until the Buyer has accepted the Supplier's offer in writing.
 - 2.3 Any subsequent additional contracts, amendments and undertakings, including but not limited to contract changes or cost-increasing circumstances, shall only bind the Buyer if they have been accepted in writing by the Buyer.
 - 2.4 The Supplier must check the contents of the request for quote for accuracy. If there is any doubt about the correctness of the request for quote and the specifications, drawings, quantity, weight of goods and/or work, etc. included therein, the Supplier shall immediately warn the Buyer in writing about any inaccuracies. If at a later point in time it appears that the specifications etc. included in the request for quote/contract are incorrect and the Supplier did not warn the Buyer in writing about these inaccuracies, this shall be at the Supplier's expense and risk and the Supplier must compensate all direct and indirect loss suffered by the Buyer as a result, unless the Supplier can prove that it should not have had to assume that the request for quote/contract contains inaccuracies.
 - 2.5 If the contract and/or the appendices thereto refer to technical, safety, quality and/or other regulations that are not appended to the contract, the Supplier shall be deemed to know them, unless the Supplier notifies the Buyer in writing to the contrary as soon as possible, but in any case before commencement of performance of the contract. In that case, the Buyer shall inform the Supplier in more detail about these regulations.
 - 2.6 Unilateral cancellation of the contract by the Supplier is not permitted, unless the Buyer agrees in writing to such cancellation.
 - 2.7 All actions taken by the Supplier before there is a binding contract shall be at the Supplier's expense and risk.
- ### 3. **PRICES AND AMENDMENT OF CONTRACTS**
- 3.1 The price offered in a quote is stated in euros, is fixed, and includes transport costs, packaging, import and export duties, stationing, security, clearance, and insurance costs, and any other levies, but excludes VAT, and cannot be changed during the term of the contract, unless otherwise agreed in writing.
 - 3.2 The Supplier must make all changes possible upon the Buyer's request in writing. If, after the formation of the contract, the parties amend the contents of the contract and as a result the price is higher or the delivery/completion period changes, the Supplier shall notify the Buyer in

writing of the new price/delivery period for the goods and/or work. In this case, the Buyer is entitled to reject the amendment to the contract if it does not agree to the new price or the new delivery date.

4. **DELIVERY AND DEADLINES**

- 4.1 Unless otherwise agreed in writing, delivery by the Supplier to the Buyer shall always take place in accordance with the Incoterm Delivered At Place ('DAP') as referred to in Incoterms version 2020 of the International Chamber of Commerce (ICC).
- 4.2 The goods and/or work are transported at the Supplier's expense and risk. Delivery and transfer of the risk of the goods and/or work (loss, theft and damage) upon delivery DAP, passes to the Buyer if the Supplier delivers at the agreed place of destination. In addition to a consignment note, the delivery should be accompanied by a packing slip, at least containing:
 - a) name of the Buyer and the delivery address;
 - b) marks and numbers of the packages;
 - c) description of numbers/quantity delivered;
 - d) total gross and net weight;
 - e) date of loading;
 - f) in the case of supply of substances hazardous to health, the current Material Safety Data Sheet (MSDS);
 - g) quote number;
 - h) country of origin, as well as in the case of goods and/or work, originating from other EU member states: 1. the VAT number of the Supplier and of the Buyer; 2. the statistical number of the goods and/or work;
 - i) for country of origin outside EU the other documents required for transport, including but not limited to a EUR1 certificate;
 - j) the composition of the delivered goods and/or work if they are manufactured from hazardous substances;
- 4.3 Unless otherwise agreed in writing, the goods and/or work shall be deemed delivered
 - a) when they have been supplied to the Buyer and the Buyer does not reject them, stating reasons, within 30 days of delivery,
 - b) or when the Supplier requests the Buyer in writing to take possession of the goods and/or work and the Buyer subsequently accepts the goods and/or work, subject to repair of any defects that may be found, or when the Buyer does not reject the goods and/or work within 14 days of the Supplier's request.
- 4.4 Partial deliveries and/or delivery of separate parts of the goods and/or work, will only take place if agreed in writing.
- 4.5 The Buyer is entitled to make use of the work or a part thereof into use before delivery, subject to prior notice in writing to the Supplier. Such earlier use is not considered (formal) delivery.
- 4.6 The agreed delivery period is a deadline, unless agreed otherwise in writing. This means that if this term is exceeded, the Supplier shall be in default by operation of law without further notice of default being required.
- 4.7 Unless otherwise agreed in writing, in the event of late delivery of goods and/or work, the Supplier shall owe the Buyer an immediately payable penalty of 1% of the price agreed for the goods and/or work for each commenced week of exceeding the delivery period/date with a maximum of 10%, without any further notice of default being required and without prejudice to the Buyer's right to claim full compensation and performance of the contract.
- 4.8 If the Supplier anticipates a delay in the delivery time, it must notify the Buyer thereof in writing so that the Buyer can decide either to agree to a further period for delivery, or to terminate the contract, without prejudice to the Buyer's right to claim the penalty and/or full compensation as set out in section 7 of this article.
- 4.9 At the Buyer's request, the Supplier must deliver goods and/or work at a later date than the agreed date or to carry them out.
- 4.10 A consignment is first delivered at the time when a Buyer's representative/authorised agent has signed for receipt on the consignment note. The Supplier will immediately take back a shipment not delivered at its own expense. If immediate return is not possible, the Supplier shall collect the consignment (or have it collected) at its own expense as soon as possible.

5. **PACKAGING, OWNERSHIP AND USE OF THIRD-PARTY WORKERS**

- 5.1 The Supplier shall pack the goods to be delivered carefully, soundly and in an environmentally friendly manner, and at its expense, in such a way that, during normal transport and interim storage, they will reach the place of delivery, in good condition, and unloading can take place there in the required manner. The Supplier is liable for damage caused by defective packaging. Packaging will be taken back free of charge by the Supplier at

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the request of the Buyer, within a period of 14 days after the request submitted by the Buyer.

- 5.2 Ownership of goods shall pass from the Supplier to the Buyer on the agreed date of delivery. From that date, the Supplier must store the goods separately as the Buyer's known property. The goods shall nevertheless then remain at the risk of the Supplier as holder, until they have been delivered to the Buyer at the agreed destination, or delivered as referred to in Article 4.3 of these General Conditions.
- 5.3 The Supplier has no right of retention or right of suspension in relation to the goods and/or work.
- 5.4 The Supplier shall indemnify the Buyer against any claim that an employee insurance administration and/or tax authority claims to have against the Buyer on the basis of hirer and/or chain liability.
- 5.5 The Supplier shall have, and upon request of the Buyer show, valid proof of registration with the Tax Authorities, as well as a recent extract from the trade register with the Chamber of Commerce and in addition, if the Wet Ketenaansprakelijkheid (Dutch Sequential Liability Act) applies, the original contract for the escrow account.
- 5.6 The manufacture of goods or performance of work (other than at the Buyer's location, see section 9 of this article) shall take place under the Supplier's direction and exclusively according to its instructions. If the Supplier engages third parties for the supply of goods and/or work, the Supplier shall obtain the Buyer's permission in writing to do so. Only with regard to the third-party manufacture of moulds or templates is no consent required from the Buyer. Regardless of whether the Buyer has given permission, the Supplier is liable for any shortcoming and/or (indirect) loss caused by the actions of relevant third parties.
- 5.7 If the Supplier is a self-employed person, they must provide a copy of a valid VAR WUO (statement of profits from business) or VAR DGA (status as director-major shareholder). The work described on the VAR must correspond to the work described in the contract.
- 5.8 The Supplier shall provide copies of valid identity documents and professional competence certificates of labourers to be deployed to the Buyer before the labourers commence the work.
- 5.9 If work is performed by the Supplier or third parties engaged by the Supplier at the Buyer's premises, then:
 - a) The working hours of the Supplier's workers shall be equal to the working hours applicable at the Buyer's premises, unless otherwise agreed in writing.
 - b) During the performance of work, workers must be able to show proof of identity upon first request.
 - c) The Buyer is authorised to deny the Supplier's workers access to the work or to remove them in the event, for example, of unsuitability, disorderly conduct, misconduct, etc., without further compensation for any loss suffered by the Supplier as a result.
 - d) The Supplier and its workers must exclusively follow the orders and instructions given by the Buyer.
 - e) After completion of the work, the Supplier and its workers it shall deliver the work in a clean and tidy state.

6. INVOICING AND PAYMENT

- 6.1 The payment term is 30 days after the goods and/or work stated on the relevant invoice have been delivered as referred to in Article 4 of these General Conditions, and after the invoice has been received and approved by the Buyer, unless otherwise agreed in writing. If the Buyer pays the invoice within a payment term of 14 days after the goods and/or work on the relevant invoice have been delivered, it shall receive a 1% discount on the net invoice amount, and if the Buyer pays the invoice within a payment term of 8 days after the goods and/or work on the relevant invoice have been delivered, it shall receive a 2% discount on the net invoice amount. The Buyer is entitled to deduct the discount directly from the invoice amount. The Supplier shall immediately send the Buyer a credit invoice in the amount of the discount applied.
- 6.2 The payment period is not a deadline. If this is exceeded, the Supplier must give the Buyer a written notice of default and a reasonable period of at least 14 days to still make payment.
- 6.3 If it has been agreed that the Buyer is to pay amounts in advance (in instalments or otherwise), the Buyer shall at all times be entitled, before making any payment, to require from the Supplier such security as it deems sufficient for that purpose.
- 6.4 The invoices of the Supplier must be accompanied by a quote number, as well as relevant receipts signed for approval by (an authorised representative of) the Buyer, such as but not limited to: timesheets, delivery notes, consignment notes, underlying invoices of third parties, settlement statements, etc. Invoices that do not comply with this will not be processed and the Buyer has the right to return the invoice.

Accordingly, the amounts become due only upon receipt of an invoice that meets the requirements set out here.

- 6.5 If the Buyer rejects all or part of the goods and/or work, it shall inform the Supplier in writing. In such a case, the Supplier shall immediately send a credit note, which shall fully credit the invoice for the delivered goods and/or work. The Supplier will then send a new invoice on which only the approved part of the delivery has been charged.

7. QUALITY STANDARDS, WARRANTIES AND COMPLAINTS

- 7.1 The Supplier warrants that:
 - a) the delivered goods and/or work comply with the contract; and
 - b) the delivered goods and/or work are fit for their intended purpose; and
 - c) the delivered goods and/or work are free of defects, including construction, manufacturing, assembly and material faults; and
 - d) if the goods and/or work include the supply of labour, the supply meets the statutory requirements and the labour will meet the agreed or (if no specific agreements have been made in this respect) the generally applicable requirements of professional competence, and that the agreed number of workers will be continuously available during the agreed period; and
 - e) its business operations, and those of any third parties it engages, in general and in the performance of the contract with the Buyer in particular, complies with all provisions of applicable laws and regulations, as well as with the requirements applied within the industry, including those relating to safety, quality and environmental regulations, expressly including, but not limited to, provisions relating to competition, corruption, bribery, protection of personal data, computer crime and working conditions, as well as the REACH Regulation and other related laws and regulations; and
 - f) the delivered goods and/or work do not infringe any intellectual and industrial property rights of third parties and the Supplier indemnifies the Buyer against third-party claims.
- 7.2 The delivered goods and/or work come with a warranty period of at least 12 months starting from the day the goods and/or work are put into use by the Buyer or after the goods and/or work have been delivered or completed, as referred to in Article 4 sections 3 and 10 of these General Conditions, unless the Supplier can prove that the goods and/or work have not been properly used.
- 7.3 Within the warranty period, the Supplier shall repair all defects free of charge, or replace goods and/or work free of charge, within a period of 14 days after the Buyer has invoked this warranty provision, failing which the Buyer shall be entitled to repair the defect himself or have it repaired at the Supplier's expense.
- 7.4 In respect of the replacement goods and/or work supplied by the Supplier for replacement, the warranty period referred to in section 2 of this article shall start from the beginning.
- 7.5 The Supplier shall give the Buyer, whenever requested, during the manufacturing process of the goods and/or work, the opportunity to inspect the (partially) produced and manufactured goods and/or work. Upon request, Supplier shall provide test materials and staff support for this purpose free of charge. The Buyer shall have the right to have some or all of the produced and manufactured goods and/or work tested by an independent third party, such as an independent testing institute. If the testing institute rejects goods and/or work or finds defects therein, the costs of the testing institute shall be borne by the Supplier.
- 7.6 Neither acceptance of delivery of, nor payment for, the goods and/or work shall constitute acceptance of the soundness. If goods and/or work prove not to be in accordance with the contract and the specifications and/or drawings included therein, or with the requirements set out therein, the Buyer may choose either to declare the contract wholly or partly terminated, or to demand a new delivery of goods and/or work within a delivery term to be determined by the Buyer, without prejudice to the right to damages.
- 7.7 If the rejected/defective goods and/or work are not collected, the Buyer may return the rejected/defective Goods at the Supplier's expense.
- 7.8 The soundness of goods and/or work will be inspected after each separate delivery. Therefore, the Supplier cannot rely on the fact that previously delivered similar goods and/or work have been approved.
- 7.9 The cost of re-inspecting or inspecting a repair delivery and the transport costs thereof shall be borne by the Supplier.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 8.1 The intellectual and industrial property rights to the goods and/or work manufactured on the Buyer's instructions are vested in the Buyer and explicitly not in the Supplier. The Supplier shall refrain from any

8.2 infringement of any copyright and any other rights of intellectual or industrial property as well as similar rights, including trademark rights, patents, and confidential business information within the meaning of Article 1 of the Trade Secrets Protection Act, including goods and/or work manufactured by or on the instructions of the Buyer and the drawings, models, moulds, shapes and all that relates to the execution of the order. If the Buyer fails to comply with the obligations under this article, then without further notice of default, the Supplier shall be in default and shall forfeit to the Buyer an immediately payable penalty of €25,000.00 per breach, as well as a penalty of €10,000.00 per day for each day that the breach continues, up to a maximum of €100,000.00, without prejudice to the Supplier's right to claim full compensation in addition.

9. (PRODUCT) LIABILITY AND INSURANCE

- 9.1 The Buyer is not liable for any loss suffered by the Supplier, except and insofar as the Supplier can prove intent and/or conscious recklessness on the part of the Buyer's management or subordinates belonging to the management.
- 9.2 The term 'loss' here includes loss through termination of contract, loss through breach of a statutory obligation, and loss based on tort.
- 9.3 Under no circumstances shall the Buyer be liable for, and the Supplier shall indemnify the Buyer against:
- a) consequential loss, which includes but is not limited to pure financial loss, death, lost profit, lost turnover, missed savings, impairment of goodwill or similar losses howsoever arising, labour costs, environmental damage, loss from standstill and business stagnation, and interest costs, irrespective of how such loss is identified (direct, indirect, consequential);
 - b) third-party claims that may be related to any breach of the Supplier's obligations under a contract and these General Conditions, including: third-party claims alleging an infringement of industrial or intellectual property rights or alleging the defectiveness/soundness of goods and/or work within the meaning of the Product Liability Directive of the European Union and the laws and regulations based thereon.
- 9.4 The Buyer's cumulative liability, based on any legal ground(s) whatsoever, is expressly limited in its totality to the amount paid out by the insurance in the relevant case plus the Buyer's deductible. If for whatever reason no payment is made under the insurance policy, the liability for loss shall be expressly limited to 30% of the total order sum stipulated in the contract. The Buyer's liability for loss is at all times limited to a maximum of €30,000.00. Any further liability on the part of the Buyer is expressly excluded. The Buyer is entitled to have the loss assessed by an independent expert that it appoints.
- 9.5 The period within which the Buyer can be held liable for loss is in all cases limited to a period of 1 month after the event giving rise to the loss has occurred, failing which all rights are lost. All claims against the Buyer for loss shall lapse by the expiry of twelve months from the date on which the claim for loss is made, if they are not brought before the courts within this period.
- 9.6 The Supplier shall at its own expense properly insure and keep insured its work, equipment and materials, as well as its liability. Equipment, measuring instruments and motor-driven tools must demonstrably have a valid approval from a competent authority. The Supplier shall give the Buyer at least 30 days' prior written notice of any cancellation or reduction in cover.

10. TERMINATION OF CONTRACT

- 10.1 The Buyer shall be entitled to terminate the contract at any time subject to a reasonable notice period not exceeding three months, without giving reasons and without becoming liable for compensation. In such a case, the Buyer and the Supplier shall negotiate as soon as possible to settle the consequences of the termination by mutual agreement.
- 10.2 The Buyer has the right, without notice of default and without judicial intervention, to suspend performance of its own obligations in full or in part or to terminate the contract in full or in part by written notice to the Supplier, without the Buyer being liable to pay any compensation and without prejudice to its other rights, including the right to compensation for the loss suffered by the Buyer, if the Supplier:
- a) applies for or is granted a (provisional) moratorium, files for bankruptcy or is declared bankrupt, or if registered property or essential parts of the Buyer's business operations are seized that could hinder the performance and fulfilment of the contract, or the legal entity changes by acquisition or a transfer of shares; or
 - b) breaches the warranties set out in Article 7.1 of these General Conditions; or

- c) breaches its obligations under the contract (on time/ properly) or there is serious doubt whether the Supplier is able to fulfil its contractual obligations to the Buyer,
- 10.3 All goods and/or work made available by the Buyer or manufactured and made on the Buyer's instructions, such as drawings, models, moulds and tools, shall remain the property of the Buyer and shall be returned to the Buyer free of charge within seven working days upon the Buyer's written request. Without written consent, they may not be copied or reproduced, nor in any form or manner, in whole or in part, disclosed or handed to third parties for inspection or use (see also Article 11 of these General Conditions).

11. CONFIDENTIALITY

- 11.1 The Supplier shall store and treat as strictly confidential all data related to the contract which by its nature must be considered confidential. It shall not use or copy such information unless it is necessary for the performance of the contract between the Buyer and the Supplier or for the purpose intended by the contract. The term 'confidential information' includes information relating to customers of the Buyer and business matters in the broadest sense of the word, including models, drawings, diagrams constructions, know-how and the like, unless such information is of a public nature.
- 11.2 This duty of confidentiality shall continue to apply after the termination of the legal relationship between the parties.
- 11.3 If, for the performance of the contract, the Supplier is required to disclose the data referred to in section 1 of this article to any third party, it undertakes to impose on such third party the same duty of confidentiality as set out in this article.
- 11.4 If the Supplier breaches this provision, it shall forfeit an immediately due and payable penalty to the Buyer of €25,000.00, without prejudice to the Buyer's right to charge the Supplier for the loss actually suffered and without prejudice to the Buyer's right to enforce the confidentiality obligation.

12. JURISDICTION AND APPLICABLE LAW

- 12.1 Contracts between the parties are governed by Dutch law. The provisions of the Vienna Sales Convention are excluded.
- 12.2 All disputes relating to and/or arising from any contract shall be settled by the court for the district where the Buyer has its business, unless mandatory provisions of Dutch law stipulate otherwise. Nevertheless, the Buyer has the right to have any disputes that may arise under a contract or any further contracts arising thereunder settled by another court with jurisdiction under Dutch law, European regulations or International treaties.

Dutch Plastic and Rubber Association

Chamber of Commerce number: 40408397

Address: NDSM-plein 93

Postcode and city: 1033WC Amsterdam