



General Purchase Conditions of NRK Plastics Processors *(also NRK PVT Plastics Processors)*

Article 1 General

- 1.1 These general conditions apply to all offers, quotations, accepted orders, assignments, arrangements and/or other agreements as well as to all negotiations entered into by a member or members of the NRK PVT as buyers (hereinafter: “buyer”), whether or not via the intermediation of an authorised person, with a third party or third parties (hereinafter: “seller”), to the exclusion of all other (general) terms and conditions of the contractual parties, unless the buyer has expressly stated by letter or by email (hereinafter: “in writing”) that any such other conditions will apply. The applicability of such other conditions then only concerns the relevant agreement. A seller who has on one occasion sold to us under our conditions is deemed to have tacitly agreed to the applicability of these conditions for any orders subsequently placed by us, regardless of whether such an order has been confirmed in writing. Deviations from these conditions can only be agreed in writing.
- 1.2 The buyer has the right to amend these general conditions. The seller is deemed to have accepted any amendment to the general conditions if the seller has not reported its objections to the buyer in writing within seven days of written notification of the amendments.
- 1.3 Insofar as these general conditions have been translated into a language other than Dutch, the Dutch text is always decisive in the event of differences.

Article 2 Forming an agreement

- 2.1 An agreement is formed after the buyer receives a copy of the order confirmation as drawn up by the buyer that has been signed by the seller.
- 2.2 Until the buyer has received the signed order confirmation, he is free to cancel the agreement, without the seller having any right to compensation.
- 3.3 The seller is always deemed to have agreed to the applicability of these purchase conditions if he has commenced delivery without returning the signed order confirmation.

Article 3 Amendments and additions

Amendments to the agreement and additional arrangements only apply if they are confirmed in writing by the buyer.

Article 4 Prices

The prices stated in the assignment are exclusive of VAT. The prices are fixed in the sense that they cannot be amended by the seller.

Article 5 Delivery

- 5.1 Delivery occurs under the delivery conditions DDP (“Delivered Duty Paid”) as referred to in the Incoterms 2010, unless otherwise agreed in writing.
- 5.2 The risk of the delivered goods only passes after they have been unloaded at the buyer and the buyer has

signed for receipt. Ownership only passes over at that moment.

- 5.3 Except in the event that it has been explicitly agreed that the buyer is responsible for the transport, the seller must always ensure adequate insurance of the goods to be delivered up until the delivery is fully completed.
- 5.4 If it is not possible to check the delivered goods upon delivery, this will be noted on the consignment note upon receipt.

Article 6 Packaging

If goods are delivered in packaging, the seller will ensure proper packaging that is in accordance with (government) requirements for safety and that enables safe and proper storage and unloading. The packaging must be such that it can be completely emptied and that no remnants remain. The seller must instruct the buyer as to how to empty the packaging. The seller takes back the packaging, unless agreed otherwise.

Article 7 Exceeding the delivery time

- 7.1 The specified or agreed delivery time counts as a strict deadline. If the delivery time will not be met, the seller must notify the buyer immediately. Irrespective of this notification, the seller is legally in default when the delivery time expires and, without any notice of default being required, he owes the buyer a fine of 5% of the purchase price per week, up to a maximum of 10% of the purchase price, without prejudice to the buyer’s 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. The buyer and seller hereby explicitly deviate from the provisions of Article 92 (2) Book 6 Dutch Civil Code. The buyer is entitled to settle the fine with the purchase price.
- 7.2 If the delivery time is exceeded, the buyer is always entitled to dissolve the agreement in whole or in part without the intervention of the court, without being obliged to pay any compensation.

Article 8 Acceptance and reporting defects

- 8.1 If, in the buyer’s opinion, the delivered goods are not in accordance with the agreement, the buyer is entitled to return the delivered goods within 30 days of delivery at the expense and risk of the seller.
- 8.2 If any defect becomes apparent in the delivered goods after the 30-day period, the buyer must report this to the seller in writing immediately after discovery.
- 8.3 The seller will immediately replace the goods, or repair them if the nature of the delivered goods permits and the buyer agrees to this.
- 8.4 All costs arising from the defects on the part of the buyer are to be borne by the seller.
- 8.5 If the seller has not replaced or repaired the goods within 48 hours after a complaint has been reported,

the buyer is entitled to have the goods repaired by third parties at the seller's expense.

- 8.6 The payment obligation is suspended until the seller has fulfilled his obligations. The buyer is entitled to have all costs arising from this, including the costs of having repairs carried out by third parties in accordance with paragraph 8.5, settled with the purchase price or with any other claim that the seller may have against the buyer.
- 8.7 The preceding articles do not affect the fact that the seller is liable for its products in accordance with the applicable (international) regulations.

Article 9 Guarantee

- 9.1 The seller guarantees that the delivered goods are of good quality and do not contain any errors in design, construction or manufacturing, and guarantees the quality and correctness of the materials used.
- 9.2 The seller guarantees that the delivery is in accordance with the requirements as stated in the specifications, drawings, calculations or other documents submitted by the buyer. If the buyer has not provided specifications and the buyer has specified the intended purpose of the delivered goods, the seller guarantees that the delivered goods are suitable for the purpose specified by the buyer.
- 9.3 The seller guarantees that the delivered goods meet the legal requirements and government regulations applicable in the Netherlands.
- 9.4 If, in the buyer's opinion, the delivered goods are not in accordance with what has been guaranteed and the buyer has informed the seller of this in writing, the seller will, at the buyer's discretion, either replace the delivered goods free of charge or, insofar as the nature of the delivered goods permits, repair them free of charge.
- 9.5 If the agreement concerns goods that are deemed to be durable, such as machines and related goods or moulds, the guarantee for errors of construction or design, as well as for materials used, does not have a time limit.

Article 10 Liability

- 10.1 The seller is liable for all direct and indirect damage, including the full extrajudicial and judicial costs (which expressly includes the full lawyers' costs) suffered by the buyer or by third parties as a result of the seller's execution of the agreement or as a result of the buyer's use of the delivered goods.
- 10.2 The seller indemnifies the buyer against liability towards third parties for damage caused by the goods delivered by the seller, which includes product liability, likewise when the delivered goods have been processed, as well as when the damage is caused by defective products that have been manufactured from or using the goods delivered by the seller and the defect was caused by the goods delivered by the seller.
- 10.3 The buyer explicitly excludes any liability and/or strict liability for direct damage, indirect damage, consequential damage, trading loss, loss of profit,

lost savings, reduced goodwill, damage due to business stagnation, mutilation or loss of data, damage to crops and all other forms of direct and/or indirect damage, unless the damage is the result of intent or wilful recklessness.

- 10.4 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 the buyer's liability insurer, to be supplemented with the amount of the deductible that is payable by the buyer in the relevant case in accordance with the applicable insurance contract.

Article 11 Amendment of delivered goods, partial deliveries

- 11.1 The seller is not permitted to deliver amended goods, or to deliver goods that deviate with regard to the agreed or stated specifications or properties, or to make deliveries that deviate with regard to weight or quantity, without prior written permission from the buyer.
- 11.2 The seller is only permitted to make partial deliveries after prior written permission from the buyer. Partial deliveries are nevertheless invoiced as a single delivery.

Article 12 Manuals, certificates, etc.

- 12.1 For moulds, the seller supplies drawings, manuals and parts lists. The buyer is also the owner of these.
- 12.2 Raw materials must be supplied with a certificate (datasheet, MSDS or similar). A certificate must be provided for each product. The certificate must have been issued by the manufacturer and must contain information on the characteristics of the product. The certificate must also explicitly contain information about the properties of the product in terms of health, safety and the environment, as well as the regulations and instructions regarding the handling and use of the product in this context.
- 12.3 Other products must be furnished with product documentation.

Article 13 Payment

The buyer pays for the goods within 30 days after receipt of the invoice. The payment term is not a strict deadline. If the goods are delivered later than this, the 30-day period begins when all goods have been received.

Article 14 Intellectual property

- 14.1 The buyer's intellectual property rights on the drawings, (three-dimensional) models, templates, stamps, shapes, moulds, CAE/CAD models and other computer programmes as well as all other documents made available to the seller by the buyer for the execution of the agreement remain with the buyer and may only be used by the seller for the execution of the agreement. The seller must return the goods referred to in the first sentence to the buyer immediately upon request. The seller is not permitted to reproduce or arrange for reproduction

of the goods referred to in the first sentence, nor make them available to third parties nor use them for themselves or for third parties.

- 14.2 If intellectual property rights arise during the execution of the agreement, then the intellectual property rights, including the copyright, remain with the buyer. Insofar as the intellectual property rights fall to the seller according to law, the seller transfers these intellectual property rights to the buyer in advance and the seller will cooperate in this transfer if necessary and he furthermore grants a power of attorney to the buyer so that the buyer can do all that is necessary in order for the intellectual property rights to fall to the buyer. The seller waives, to the extent permitted by law, any personality rights that remain with the seller.
- 14.3 If the buyer gives the seller a right of use, this is always based on a non-exclusive and non-transferable licence, which is limited to the agreed use.
- 14.4 The seller guarantees that the delivered goods do not infringe any intellectual property rights of third parties. The seller indemnifies the buyer against claims from third parties in that regard.
- 14.5 In the event of violation of paragraphs 1 to 4 of this article, the seller will, without any notice of default being required, immediately owe the buyer 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 the buyer's 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. The buyer and seller hereby explicitly deviate from the provisions of Article 92 (2) Book 6 Dutch Civil Code.

Article 15 Confidentiality and privacy

- 15.1 The seller maintains complete secrecy concerning all data and know-how that have been made available to him in the execution of the agreement, or that have come to his notice, as well as everything that has come to his notice in the execution of the agreement regarding products and regarding the buyer's business operations in general.
- 15.2 The seller imposes the same duty of confidentiality on itself, its employees and third parties engaged by him.
- 15.3 The seller is not permitted, without the buyer's explicit permission, to refer to orders granted by the buyer in publications or advertisements, nor to otherwise refer to the present order, including exhibition of the goods to be delivered.
- 15.4 In the event of violation of paragraphs 1 to 3 of this article, the seller will, without any notice of default being required, immediately owe the buyer 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 the buyer's 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. The buyer and seller hereby explicitly deviate from the provisions of Article 92 (2) Book 6 Dutch Civil Code.

- 15.5 If, during the execution of the agreement, personal data as referred to in the General Data Protection Regulation are processed by the buyer or by the seller, the buyer and seller – 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.
- 15.6 The seller indemnifies the buyer against the administrative sanctions, remedial sanctions and punitive sanctions imposed on the seller in the context of processing operations that the buyer carries out during the execution of the agreement.

Article 16 Dissolution

- 16.1 If the seller in any way fails to fulfil an obligation arising from any agreement with the buyer, the buyer is entitled, regardless of what is otherwise stated in these purchase conditions, to dissolve the agreement, in whole or in part, without judicial intervention, by means of a registered letter containing the grounds for the dissolution, without being obliged to pay any compensation to the seller. Conversely, the buyer is entitled to claim all damage suffered as a result of the seller's failure.
- 16.2 Likewise, in the event of bankruptcy or suspension of payment, or if the buyer has substantial grounds that the seller is unable to fulfil the agreement, the buyer is entitled to dissolve the agreement in the manner described in paragraph 16.1.

Article 17 Applicable law

Dutch law applies exclusively to every agreement between the buyer and the seller. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

Article 18 Choice of forum

Any dispute regarding an agreement between the buyer and the seller is submitted exclusively to the competent Court in the District where the buyer is located. However, the buyer always remains authorised to summon the seller before the court that is competent according to law or the applicable international treaty.

Article 19 Filing and start of validity

These conditions were filed with the Netherlands Chamber of Commerce (KvK), under number 27177181, and are valid from 15 July 2019.

The Hague, 2019