



General Terms and Conditions of Sale and Delivery

PART I GENERAL

Article 1 Applicability

- a. These terms and conditions apply to all our quotations and agreements. The applicability of any general terms and conditions to which the Purchaser/Customer/Client (hereinafter referred to as the "Purchaser") may refer is excluded.
- b. Deviations from these general terms and conditions are only permissible if and to the extent that they have been agreed in writing.
- c. If a translated version of these terms and conditions is used and any ambiguity arises regarding their interpretation, the Dutch text shall prevail.

Article 2 Offers and agreements

- a. All our quotations are subject to change. Unless otherwise specified, our quotations are valid for 5 working days.
- b. The agreement is only concluded and is only binding on us if it has been accepted/confirmed by us in writing, without any reservations. The foregoing applies equally to subsequent agreements and to amendments to existing agreements.
- c. If the term "Purchaser" refers to several (legal) persons, they shall all be jointly and severally liable for the fulfilment of the obligations under the agreement.

Article 3 Cancellation and amendment of the agreement

- a. The Purchaser may not cancel or amend an agreement without our express consent. Any request for cancellation or amendment must be made to us in writing.
- b. If we accept the request for cancellation or amendment, we are entitled to attach conditions to such consent.
- c. An amendment to the agreement may result in changes to both the agreed price and the originally specified delivery date. The Purchaser accepts the possibility of amendments to the agreement, including changes to the price and delivery date.

Article 4 Pricing

- a. All prices are quoted in euros/€, excluding VAT and other charges, unless otherwise agreed.
- b. We reserve the right to pass on to the Purchaser any interim changes in cost factors, including purchase prices, wages, levies, taxes and transport costs.

Article 5 Packaging and used packaging materials

- a. We are free to choose the most appropriate packaging and shipping method.
- b. Unless we have expressly stated otherwise, the cost of single-use packaging (transport packaging) is included in the price of the products supplied.
- c. If our products are delivered on so-called Euro pallets, on pallets that form part of a pallet pool, or using another type of pooled packaging, we will charge for this transport packaging as packaging, unless the Purchaser returns identical, undamaged pallets upon delivery.
- d. If we are obligated by the Purchaser and/or by government regulations to take back packaging or packaging materials supplied and used by the Purchaser upon delivery of the products, the associated costs, including the costs of destruction, shall be borne by the Purchaser.
- e. Packaging such as roll containers, crates, boxes, pallets and the like, insofar as it is intended for repeated use, remains our property. The Purchaser shall keep this packaging at our disposal. The Purchaser is liable for any damage to or loss of the packaging whilst in their possession. The Purchaser is obliged to return the empty returnable packaging in their possession to us at their own expense as soon as possible, unless expressly agreed otherwise.
- f. We shall credit the return packaging material charged (the deposit charged) once this packaging material has been received undamaged. In the event of minor damage, we reserve the right to deduct the associated costs from the deposit to be credited. In the event of significant damage, no amount will be credited and the packaging material will remain at the Purchaser's disposal, of which the Purchaser will be notified.
- g. Packaging for which no deposit has been charged will not be accepted for return.

Article 6 Payment and retention of title

- a. Ownership of the goods delivered shall only pass to the Purchaser once we have received the full purchase price. All risks relating to the goods delivered shall pass to the Purchaser from the time of delivery.



- b. All payments must be made, without any deduction, discount or set-off, into the Seller's bank account. Payments made to a representative or to (other) members of staff are only valid if a receipt signed by a director or authorised signatory of the Seller is issued.
- c. Each partial delivery shall be regarded as a separate delivery and must be paid for by the Purchaser.
- d. Unless expressly agreed otherwise, payment must be made within 14 days of the invoice date.
- e. If payment has not been made within the specified period, the Purchaser shall be in default by operation of law without the need for prior notice of default. From that moment, the so-called statutory interest plus 2%, as well as judicial and extrajudicial costs incurred in order to claim performance, termination and/or compensation, shall be for the Purchaser's account, except insofar as we have been found to be in the wrong by an irrevocable court ruling on the matter.
- f. We shall always be entitled to require (partial) advance payment or any other security for payment from the Purchaser. If our request for additional security is not complied with within 14 days, the Purchaser shall be in default without further notice and we shall be entitled to terminate the Agreement without being liable for any compensation as a result.
- g. If, in the absence of timely payment, we are compelled to refer a claim to a third party for collection, the Purchaser shall be liable to us for all costs arising therefrom, excluding costs relating to extrajudicial collection activities – costs associated with the enforcement of an enforceable title that are not covered by an order for costs – are set at 15% of the invoice amount, with a minimum of €250.00. All payments made by or on behalf of the Purchaser shall first be applied to the interest and costs due and only subsequently to the principal sum.
- h. If the payment deadline is exceeded, we are entitled to suspend all current orders until payment has been made within a further period specified by us. If payment is not made within this further period, we are entitled to terminate all current agreements, without prejudice to our rights to compensation.

Article 7 Delivery and call-off

- a. Unless otherwise agreed, delivery shall be Ex Works, as defined in the Incoterms in force at the time the contract is concluded. From the moment the goods leave the warehouse or factory, they shall be at the Purchaser's risk and expense, and the Purchaser must take out adequate insurance to cover that risk.
- b. We shall only commence production of the product to be manufactured once the sample batch provided by us has been approved by the Purchaser and the Purchaser has notified us of this in writing, or we have confirmed such approval in writing.
- c. Delivery times are given only as estimates and shall never constitute a strict deadline. We exclude all liability for the consequences of exceeding the stated delivery time. Exceeding the delivery time for any reason whatsoever shall not entitle the Purchaser to compensation, nor to suspension or non-performance of any obligation incumbent upon the Purchaser.
- d. The Purchaser is obligated to take delivery of the products at the time when the products are or are made available in accordance with the agreement. If the Purchaser refuses to take delivery or fails to provide information or instructions necessary for the delivery, the Seller is entitled to invoice the products directly to the Purchaser and to store them at the Purchaser's expense and risk.
- e. We are entitled to deliver an order in its entirety or in successive instalments. In the latter case, we are entitled to invoice the Purchaser separately for each partial delivery and to demand payment for it. If and for as long as a partial delivery remains unpaid by the Purchaser and/or the Purchaser fails to fulfil other obligations arising from the relevant agreement or (a) previous agreement(s), we shall not be obliged to deliver a subsequent partial consignment and shall be entitled to terminate the agreement(s), insofar as they have not yet been performed, without judicial intervention and without any notice of default, whilst retaining our right to compensation and without the Purchaser being able to assert any right to compensation or otherwise.
- f. If no delivery period has been agreed, we will store the products in our warehouse at the Purchaser's risk once they are ready, notify the Purchaser that the products are ready, and send the invoice. From that moment, the Purchaser has a maximum of 6 months to collect the products. If the Purchaser fails to collect the products within the aforementioned period of 6 months, we shall be entitled to destroy the products without being liable to pay any compensation to the Purchaser as a result. In such cases, the Purchaser shall also have no right to a refund of the purchase price.
- g. We shall be deemed to have fulfilled our obligations regarding the quantity of product to be supplied if we deliver 10% more or less than the quantity ordered.

Article 8 Compliance

- a. We guarantee that the products to be supplied will, upon delivery, comply with the customary requirements and standards that may reasonably be expected of them at the time of delivery and for which they are intended under normal use in the Netherlands. Unless agreed in writing, no additional guarantees apply.



- b. If specific product legislation and/or related regulations apply to the product in question, the Purchaser must notify us of this in writing prior to the conclusion of the agreement.
- c. The guarantee referred to in paragraph a of this article also applies if the products to be delivered are intended for use abroad and the Purchaser has expressly notified us of this in writing prior to the commencement of the agreement.
- d. The warranty covers only defects that are demonstrably the result of material or manufacturing faults and that become apparent within the standard warranty period. Any claim under the warranty shall lapse if the product has been used improperly, modified or handled contrary to the instructions.
- e. If, at the Purchaser's request, the Seller uses (partly) recycled plastic in the manufacture of the agreed products, this may result in visual defects (colour variations, unevenness, printing issues) compared to the use of 100% new plastic, as well as changes in the properties of the goods to be produced, which may result in a loss of quality. The Purchaser accepts such deviations and waives the right to reject production runs, terminate the agreement and/or claim compensation in such cases.
- f. If the Seller uses recycled plastic in the product at the Purchaser's request, without there being any legal obligation to do so, the Purchaser shall fully and unconditionally indemnify us against all claims by third parties, including consumers, relating to defects in the product resulting from the use of the recycled material. In such a case, the Purchaser undertakes to indemnify us in full. This indemnity includes, but is not limited to, claims for personal injury, property damage, economic losses or other direct or indirect damage arising from the use of the defective product.
- g. Any deviations in the delivered product that fall within the tolerances customary in the product's industry and do not materially affect the functionality or intended use do not entitle the Purchaser to make a complaint, claim compensation or terminate the contract
- h. Any complaints by the Purchaser do not entitle the Purchaser to suspend payment for the delivered goods.
- i. If the products supplied by us are manufactured by third parties, the warranty referred to earlier in this article is limited to the manufacturer's warranty as provided by the suppliers and manufacturers of the products.
- j. We are entitled, at our discretion, to replace defective products following their return in their original condition, to repair the products, or to refund the purchase price paid for the products in question to the Purchaser. The Seller is not liable for any further compensation or for compensation for indirect damage.

Article 9 Engaging with third parties

We are free to engage third parties to carry out the agreement.

Article 10 Intellectual property rights

- a. Where we manufacture goods based on drawings, samples, models or other instructions in the broadest sense of the word, received from the Purchaser or from third parties via the Purchaser, the Purchaser warrants that our manufacture and/or delivery of such goods does not infringe any form of third-party intellectual property rights. The Purchaser shall fully indemnify us against all claims and associated costs relating to any infringements of such intellectual property rights of third parties.
- b. If a third party objects to the manufacture and/or delivery on the basis of any alleged right as described above, we shall be entitled, without further ado and solely on that basis, to immediately cease manufacture and/or delivery and to claim reimbursement from the Purchaser for costs incurred, without prejudice to our claims for any further damages, and without us being liable to pay any compensation to the Purchaser. We shall notify the Purchaser as soon as possible if third parties object to the manufacture and/or delivery of goods intended for them.
- c. If intellectual property rights arise during the performance of the agreement, such rights, including copyright, shall vest in us. To the extent that intellectual property rights vest in the Purchaser by operation of law, the Purchaser hereby assigns these intellectual property rights to us in advance and shall, if necessary, cooperate with this assignment; furthermore, the Purchaser hereby grants us a power of attorney in advance enabling us to take all necessary steps to ensure that the intellectual property rights vest in us. To the extent permitted by law, the Purchaser waives any moral rights that remain vested in the Purchaser.
- d. If we grant the Purchaser a right of use, this is always on the basis of a non-exclusive and non-transferable licence, which is limited to the agreed use.
- e. The Purchaser shall be liable for any damage caused by an infringement of our intellectual property rights committed through the goods supplied to him by us. The Purchaser is obliged to notify us immediately as soon as he becomes aware of any infringement of our rights.
- f. In the event of a breach of the provisions of paragraphs a to e of this article, the Purchaser shall, without any notice of default being required, owe us a lump-sum penalty of €50,000.00 per breach and, furthermore, €5,000.00 for each day that the breach continues, up to a maximum of €100,000.00, without prejudice to our right to claim full compensation in this regard if and to the extent that such damage exceeds the amount of the penalty payable. Any penalty paid or payable shall not be set off against any compensation that may be due.



Article 11 Tools provided by the Purchaser & instructions given

- a. Any parts to be made available to us by or on behalf of the Purchaser, which are to be fitted to, incorporated into or attached to the product to be manufactured by us, must be delivered to our factory in the required quantity, with a 10% allowance, in good time, free of charge and carriage paid.
- b. The Purchaser shall be liable for the parts or other goods thus made available to us by or on behalf of the Purchaser and for their suitability for use. We shall assume, without any investigation, that these parts/goods are readily applicable, mountable or processable in, on or attached to the product to be manufactured as commissioned, unless otherwise agreed in writing, and we exclude all liability in this regard.
- c. If the parts in question are delivered late, or cannot be processed by us, and this results in a production stoppage, the Purchaser shall be liable for all damage suffered by us as a result of this stoppage.

Article 12 Trial series

- a. We shall only commence production of the product once the sample batch supplied by us has been approved by the Purchaser and the Purchaser has notified us of this in writing, or we have confirmed such approval in writing.

Article 13 Complaints and liability

- a. Upon receipt of the goods delivered, the Purchaser must check that the quantity of goods delivered is correct. Complaints regarding the quantity delivered must be made immediately after the Purchaser has had a reasonable opportunity to check the quantity, but must be received by us no later than 5 working days after delivery of the goods. In the absence of a timely complaint, the quantity stated on the consignment note, delivery note or similar document shall be deemed to have been accepted by the Purchaser as correct.
- b. Complaints regarding the quality of the goods delivered, unacceptable deviations from the agreed specification(s) or externally visible damage must, to be valid, be reported to the Seller in writing within eight days of delivery.
- c. Hidden defects or shortcomings must be reported to us in writing within 3 working days of the Purchaser becoming aware of them.
- d. We reserve the right at all times to determine the nature and extent of the complaint on site.
- e. We shall endeavour to deliver in accordance with the agreed specifications. Deviations from the agreed weights, quantities, dimensions, colours, compositions, formulations, printing and/or other specifications do not entitle the customer to refuse the delivery, unless the deviation is such that it is unacceptable.
- f. Deviations from the agreed specifications of the goods delivered must be assessed on the basis of the trial batch approved by the parties.
- g. If the Purchaser has given us timely notice of default in accordance with the above provisions and without prejudice to the provisions of Article 8, and it has been established that the goods delivered exhibit material or manufacturing defects, we shall, at our discretion, either arrange for repair free of charge or for a full or partial replacement free of charge. In the event of the supply, in the course of trade, of complete products manufactured by third parties, we shall, at our discretion, arrange for a full or partial replacement free of charge, or we shall take back the goods supplied and issue a credit note for the amount invoiced to the Purchaser for these goods. We shall not be liable for any further obligations, in particular not for compensation for damage.
- h. We exclude all liability for costs, damage (both direct and indirect) and interest that may arise for the Purchaser or for third parties as a direct or indirect consequence of acts or omissions by persons in our employ or of defects in the goods delivered by us to the Purchaser, unless there is intent or willful recklessness on our part.
- i. Should the exclusion of liability in the preceding paragraph not be upheld in court, compensation shall be limited to a maximum of the invoice amount of the delivery (excluding VAT) from which the liability arises, or at least to that part of the invoice to which the liability relates. Compensation for damage is in any event limited to the amount paid out by our liability insurer in the relevant case, plus the amount of the excess that, pursuant to the applicable insurance policy, is for our account in the relevant case.
- j. We are only obligated to deliver in accordance with the specifications and intended uses agreed upon at the time of entering into the agreement or placing the orders. We accept no liability whatsoever for the suitability of the delivered products for specifications or intended uses deviating from these.
- k. If the Purchaser fails to fulfil its obligations under the agreement in a timely or proper manner, including payment obligations, we are entitled to suspend the performance of our obligations. This right of suspension also applies to the handling of any complaints from the Purchaser. This suspension shall remain in force until the Purchaser has fully fulfilled its obligations. In such cases, we shall not be liable for any damage arising from the suspension of our obligations.
- l. The Purchaser shall fully indemnify us against all claims by third parties relating to the performance of the agreement, including but not limited to claims arising from product liability, infringement of intellectual property rights, or damage caused by incorrect or incomplete information provided by the Purchaser. The Purchaser is obliged to fully compensate us for any loss we suffer if the Purchaser fails to fulfil its obligations under this provision.



- m. Legal claims regarding alleged defects in the goods delivered shall lapse one year after the date of delivery of the goods in question.

PART II **MOULDS**

Article 14 **Manufacturing of moulds and other auxiliary tools**

- a. If we are required to arrange for the manufacture of a mould, die, auxiliary tool or similar, we shall only commence manufacture or place an order for such items once our Purchaser has paid us the agreed contribution towards the manufacturing and/or purchase costs. Similarly, we shall only commence with modifications, improvements or repairs to moulds etc. after the costs due for this (if necessary, estimated) have been paid. If no price has been expressly agreed for the work, the Purchaser shall pay us, upon first request, an advance on the costs to be determined by us.

Article 15 **Ownership and risk**

- a. Moulds, moulded parts and other tools manufactured by us, or manufactured wholly or partly in accordance with our instructions, remain our property, unless expressly agreed otherwise in writing.
- b. Where we manufacture moulds, moulded parts or other auxiliary tools on behalf of the Purchaser, the risk in respect of these goods shall pass to the Purchaser at the moment the mould, moulded part or auxiliary tool is released for production. This shall also apply where the mould, moulded part or auxiliary tool is paid for by the Purchaser by means of amortisation.
- c. If, by way of derogation from the provisions under a., it is agreed that moulds and the like shall become the property of the Purchaser, this shall only take place once all costs incurred in connection with the manufacture of the moulds and the like have been reimbursed by the Purchaser. Furthermore, in such a case, the Purchaser grants us an exclusive right of use for the duration of the agreement plus a period of two years after the Purchaser has paid for the final delivery of the products manufactured using the moulds etc. in question.
- d. Any defects in moulds and the products manufactured using them, which the Purchaser proves to have arisen within 4 months of release for production as a direct result of an error in the design we have produced, or as a result of poor workmanship or the use of substandard materials, shall be rectified by us. We shall not be obliged to compensate the Purchaser or any third party for any other direct or indirect damage suffered.
- e. We shall be entitled, 3 years after delivery of the last order and following written notification to the Purchaser, to destroy the moulds, without being obliged to pay any compensation to the Purchaser as a result.

Article 16 **Moulds and auxiliary tools provided by the Purchaser**

- a. Where the Purchaser provides us with moulds, moulded parts and/or other auxiliary materials, these shall be returned at the Purchaser's request, but only after all our claims, on whatever grounds, have been settled.

Article 17 **Damage to moulds and auxiliary tools**

- a. We shall not be liable for any loss or damage to moulds and/or for any indirect or consequential loss or damage resulting from such loss or damage, except in the event of wilful misconduct or gross negligence on our part or on the part of our employees or subcontractors. If we are liable, the moulds etc. shall, at our discretion, either be repaired or replaced. We shall not be bound by any further obligation or liable to pay compensation. We are not obliged to insure the moulds and/or tools in our possession against damage caused by any cause whatsoever.

Article 18 **Technical and economical lifespans**

- a. As soon as we become aware that a mould or similar item is no longer suitable for economically or (environmentally) sound production, we shall notify the Purchaser. In such cases, we shall also inform the Purchaser of the costs associated with repair or replacement.
- b. Insofar as we have indicated in the quotation, contract or order confirmation the number of cycles or products for which a mould, form, auxiliary tool, etc. is normally usable, the mould, form, auxiliary tool, etc. shall be deemed no longer suitable for further production after that number of cycles or after the production of that number of items. If no such indication was provided in the quotation or order confirmation, we shall notify the Purchaser as soon as it becomes apparent to us that a die, mould, auxiliary tool, etc. is no longer suitable for economically and/or (environmentally) technically sound production. When assessing whether production is economically or (environmentally) technically sound (state of the art), account must also be taken of technological progress and the company's adaptation to it. This may, for example, be prompted by developments relating to volume, energy consumption or labour intensity.
- c. Provided that a mould etc. is still suitable for production in accordance with the criteria set out above and is held in our custody, we shall bear the maintenance costs for a period of two years following its first use, provided that regular repeat orders are placed for the products to be manufactured using it.



- d. Moulds, dies, auxiliary tools and the like which, according to the aforementioned criteria, are no longer suitable for production need not be returned by us and may be destroyed by us without us being liable to pay any compensation to the Purchaser as a result.

Article 19 Force Majeure

- a. Force majeure on the part of either party shall, with regard to the mutual obligations, have a suspensive effect only to the extent and for as long as we have not determined that the agreement is consequently terminated. Force majeure on our part shall include, inter alia, any disruption occurring in any of the businesses or sectors directly or indirectly involved in the production, processing, supply, transport or storage of the agreed products, arising as a result of:
- Government measures in any country in the world, such as import, transit or export bans, quotas, customs or tariff measures, or tax legislation;
 - Refusal, withdrawal or revocation of licences;
 - Fire, strike, lock-out, forced total or partial cessation of business;
 - Natural disasters, frost, abnormal water levels, flooding, epidemics, mobilisation, riots, threat of war or a state of war in any country or place in the world.
- b. If we are unable to fulfil our obligations under the relevant agreement, in whole or in part, as a result of events or circumstances beyond our reasonable control, we shall be entitled to temporarily suspend the fulfilment of our obligations under the relevant agreement towards the Purchaser until such events or circumstances have ceased. If these circumstances or events persist for more than sixty (60) days, or are likely to persist, we shall be entitled to terminate the relevant agreement in whole or in part, without being liable for any compensation as a result.

Article 20 Disclosure of information under sustainability legislation (CSRD/CSDDD)

- a. The Seller shall, to the extent required by law, cooperate with requests for information from the Purchaser in the context of the CSRD and/or CSDDD and/or related legislation and regulations.
- b. Information not subject to a legal obligation to disclose shall only be provided if this is reasonably practicable and in return for a fee agreed in advance.
- c. The Seller reserves the right to refuse requests for information if they are disproportionate, concern confidential business information, or if the Purchaser itself does not fall within the scope of the relevant regulations.
- d. The Purchaser shall indemnify the Seller against any claims or liabilities arising from the failure to provide information that falls outside the scope of legal obligations.

Article 21 Exclusion of the obligation to supply in the event of sanctions

- a. The Seller shall not be obliged to supply goods or services if and insofar as such supply would result in a breach of national or international sanctions legislation, including sanctions regulations of the European Union, the United Nations and other competent authorities.
- b. In the event of an (imminent) sanction or trade restriction applicable to the other party, the final destination, the use or the goods or services concerned, the Seller shall be entitled to terminate the agreement in whole or in part without any liability for damage or costs.
- c. The other party undertakes not to engage in any acts that expose the Seller to sanctions risks and shall indemnify the Seller against all claims and damages arising from a breach of sanctions legislation by the other party.

Article 22 Applicable law and choice of forum

- a. Our agreements are governed exclusively by Dutch law. The Vienna Convention on Contracts for the International Sale of Goods does not apply.
- b. To the extent permitted by law, any disputes arising out of or in connection with the performance of any agreement shall be brought before the court having jurisdiction over the dispute in the district in which the Seller is established, unless we may choose to submit the dispute to a court otherwise having jurisdiction.
- c. If, in the opinion of the competent court, any provision in these terms and conditions is void or voidable, the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith and endeavour to reach agreement on an enforceable alternative provision which, in substance, replaces the void or voidable provision that has been deemed invalid or unenforceable.