

UNIPOL

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF UNIPOL HOLLAND B.V. Filed with the Chamber of Commerce under number 16056880

Article 1 - Definitions

These conditions are subject to the definitions below.

1. **Customer:** any natural or legal person with whom Supplier has entered into an Agreement.
2. **Supplier:** the private limited company Unipol Holland B.V. with its registered office in Oss and registered with the Chamber of Commerce under number 16056880.
3. **Agreement:** any agreement between Supplier and Customer.
4. **Offer:** the written offer drawn up by Supplier concerning the products and/or prices to be supplied by Supplier.
5. **Products:** expandable polystyrene, granulates, as traded by Supplier, or any other goods offered by Supplier.
6. **Packaging:** Octabin and/or other relevant packaging materials.
7. **Conditions:** these general terms and conditions of Supplier.

All definitions have the same meaning in the plural as in the singular and vice versa. All definitions that are conjugations of the defined verbs have the same meaning as unconjugated definitions, unless the relevant article indicates otherwise.

Article 2 - General

1. These Conditions alone apply to all Offers, deliveries of Products and/or statements of any kind by Supplier, as well as the (resulting) Agreements, regardless of what they called.
2. The applicability of any general terms and conditions of Customer is hereby expressly rejected - whether or not in advance - even in the event of any previous reference to or declaration of applicability of Customer's own general terms and conditions.
3. Deviating clauses will only apply if confirmed in writing by Supplier and only to the Agreement or Offer under or in which they are made; otherwise these Conditions will remain in force.
4. These Conditions are drawn up in Dutch and English. In case of inconsistency between the different versions, the Dutch text will prevail.
5. If any part of the Conditions is null and void or annulled, the other provisions will remain in full force and effect. The parties will make every effort to agree on a replacement clause that is valid and corresponds as much as possible to the original intentions of the parties.
6. These Conditions remain applicable to the relationship between the parties, even after termination of all or part of the Agreement.

Article 3 - Offer and acceptance

1. Unless otherwise agreed in writing, all Offers are otherwise temporary in nature and entirely without obligation during the period specified therein. The aforementioned period is a final deadline, meaning that the Offer cannot be accepted after expiry of the period. In the absence of such a written term, all Offers will lapse within 7 calendar days.
2. An Agreement is deemed to have been formed at the moment Supplier receives Customer's acceptance of the Offers or has accepted Customer's order in writing, or the moment Supplier has started to execute the Agreement. After Customer's acceptance, Supplier reserves the right to revoke or at least amend its Offer within two days of being informed thereof.
3. All price lists, brochures and other data provided with an Offer are indicative in nature. Under no circumstances is Supplier bound by such indication(s), unless these indications are or become part of the Agreement.
4. If an acceptance of Customer deviates from the Offer and/or other statement of Supplier, Supplier is not bound to these deviations unless Supplier has explicitly agreed to them in writing.

5. Customer cannot derive any rights from previous Offers and/or statements for any subsequent Agreement.

Article 4 - Prices

1. Unless agreed otherwise, the prices quoted by Supplier or agreed with Supplier are expressed in € (euro) or in £ (GBP), at Supplier's discretion, exclusive of VAT, exclusive of import and export duties, excise duties and other taxes or levies imposed or levied with regard to the Products and exclusive of transport and packaging costs.
2. If Supplier has assumed responsibility for packaging, packing, loading, transport, shipping, unloading or insurance of the Products without expressly agreeing a price for this in writing, it will be entitled to charge Customer the actual costs and/or Supplier's usual rates for this.
3. Prices quoted by Supplier or agreed with Supplier are based, among other things, on the cost price of the Products applicable at the time the Agreement is concluded. If the cost price is subject to an increase after the conclusion of the Agreement, but before delivery of the Products, which Supplier, in its opinion, cannot reasonably influence, for example due to government measures, raw material prices, freight rates, energy costs, excise duties or as a result of inflation, Supplier will be entitled to increase the prices accordingly. Supplier will inform Customer of said changes.
4. The price changes referred to in the previous paragraph do not give Customer the right to cancel or terminate the Agreement in any way.

Article 5 - Delivery, delivery time and risk

1. Any term stated for delivery is indicative only. A delivery time is never a final deadline.
2. Unless Supplier explicitly states otherwise in writing (such as DDP delivery), delivery will take place ex warehouse ("EX Works") in accordance with Incoterms 2020. The risk passes to Customer at the moment the Products are offered to Customer or to an engaged carrier. From that moment Customer will bear the risk of the Products for storage, loading, transport and unloading, among other things. If delivery other than Ex Works is explicitly agreed upon, delivery will take place at the address indicated in the Agreement. Customer will ensure that the address is easily accessible and that the Products and Packaging can be delivered.
3. Customer will accept the Products offered by Supplier for delivery at the agreed location. If delivery explicitly takes place other than Ex Works and no one is present at the address indicated by Customer, Supplier is entitled, at its own discretion, either to unload the Products on site at the risk and expense of Customer or to take back the Products. Without prejudice to the right to claim compensation and to demand compliance with the Agreement, Supplier is entitled to charge costs for taking back, storage (regardless of whether storage takes place on its own premises) and redelivery.
4. If the Products are not accepted upon delivery, the actual moment of delivery will nevertheless be deemed decisive for invoicing, which invoicing will take place under the usual payment conditions plus any costs.
5. Supplier may justifiably assume that the persons present at the place of delivery are authorised by Customer to take delivery.
6. Supplier is entitled to deliver the Products in parts and invoice accordingly in parts. For the purposes of the Conditions, each partial delivery will be regarded as an independent delivery.
7. If Supplier, on the basis of an obligation, including a legal obligation arising from (European) laws and regulations, will withdraw the delivered or to be delivered Products from the market ("recall"), Customer will cooperate fully with this without any claim to compensation.

Article 6 - Force majeure (non-attributable shortcoming)

1. A shortcoming cannot be attributed to Supplier if it is due to force majeure. Under force majeure is understood any cause, as well as any circumstance, which in all reasonableness

is not at Supplier's risk, including in any case that third parties engaged by Suppliers, such as suppliers, subcontractors and transporters, or other parties on which Supplier depends, do not fulfil their obligations or do not fulfil them in time, strike(s), absenteeism, transport difficulties, deficiencies in auxiliary or transport means, insufficient supply of raw materials/products, fire, war, riots, epidemics and/or pandemics, government measures, operational disruptions in case of fire, accidents or other incidents, natural phenomena and/or disruption of the existing currency relations.

2. If Supplier is not, not timely or not fully able to fulfil its obligations under the Agreement due to force majeure, Supplier will have the right to execute the Agreement at a later date or to (partially) terminate the Agreement without judicial intervention. Under no circumstances will Supplier be liable to pay any penalty or compensation.
3. Supplier's delivery and other obligations are suspended during force majeure. If the period in which fulfilment of Supplier's obligations is not possible due to force majeure lasts longer than 6 months, Customer is entitled to terminate the Agreement by registered letter without judicial intervention, without any obligation to pay compensation in that case.
4. If Supplier has already partly fulfilled its obligations when the force majeure occurs, or can only partly fulfil its obligations, it is entitled to invoice the part already delivered or the deliverable part separately and Customer will pay this invoice as if it were a separate Agreement. However, this does not apply if the part already delivered and/or deliverable part has no independent value.

Article 7 – Check on delivery and complaints

1. Customer will check (or have checked) each delivery of the Products, in the sense that the delivered Products complies with the Agreement, including but not limited to:
 - whether the correct Products have been delivered;
 - whether the Products delivered correspond in terms of quantity (e.g. the number and quantity) to what has been agreed;
 - whether the Products delivered meet the agreed quality requirements or, if these are lacking, the usual trade quality.in case of deviations, Customer will notify Supplier in writing within 48 hours after actual delivery, stating reasons. Complaints regarding externally visible damage/defects to the Products and/or Packaging will also be reported within the aforementioned period. If Customer does not sign for receipt, it will, on penalty of forfeiting any claims against Supplier, also report the complaint in writing within the aforementioned term, stating reasons.
2. Customer will report any non-apparent defects concerning the delivered Products and/or Packaging in writing to Supplier within eight days after discovery or could reasonably have been discovered. Customer is, in any event, no longer entitled to lodge a complaint concerning the delivered Products and/or Packaging, whether or not already processed Products, later than 30 days after delivery.
3. If the above-mentioned complaints have not been made known to Supplier within the periods referred to there, the Products and Packaging are deemed to have been received in a satisfactory condition.
4. Supplier can only handle complaints concerning the delivered Products and/or Packaging if the delivered Products and/or Packaging has been made available for inspection by Supplier.
5. If Customer submits a timely and justified complaint, Supplier's obligation in this regard does not extend beyond, if the correct Products have not been delivered or are not of the agreed quantity or quality, supplying the conforming or missing Products within a reasonable period of time, and, if the delivered Products do not meet the quality requirements, taking back those Products and at its choice either supplying replacement Products at the agreed price within a reasonable period of time, or refunding what Customer has already paid.
6. After the discovery of any defect, Customer may not use or dispose of the Products concerned without the written consent of Supplier. If Customer does so, complaints will not be handled.

7. Customer loses all rights and powers available to it on the grounds of defective Products/delivery if it has acted contrary to the provisions of the Conditions and/or if it has not complained in the manner indicated within the periods specified above in this article and/or if it has failed to give Supplier the opportunity to remedy the defect.
8. Customer does not have the right to suspend or set off its (payment) obligations after submitting a complaint.
9. Products can only be returned to Supplier after prior written consent. Customer has no right of return without written consent. Supplier reserves the right to charge administration and/or other internal costs with a maximum of 50% of the invoice amount if the Products and Packaging are returned in undamaged and unused condition.

Article 8 - Liability

1. Supplier's total liability for attributable shortcomings in the performance of the Agreement, or on any legal ground whatsoever, expressly including any shortcoming in the performance of a guarantee or indemnity obligation agreed with Customer, is limited to compensation for direct damage as elaborated in this article. Supplier's liability for indirect loss, including among other things consequential loss, lost profits, missed savings, reduced goodwill, damages due to business stagnation, damage as a result of claims by customers of Customer, image damage and other immaterial damage, damage resulting from the use of tools and materials in combination with the delivered Products, is in any case excluded.
2. Liability for direct damage, as well as for indirect loss if and insofar as the provisions in paragraph 1 are not legally valid, is in any case limited to the amount actually paid out by Supplier's insurance in favour of Customer or, if there is no insurance cover, for whatever reason, to the invoice value of the Products supplied by Supplier to which its liability is related.
3. The limitations of Supplier's liability described in this Article 8 will lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of Supplier's management.
4. In all cases, the period within which Supplier can be held liable for the compensation of damage is limited to six months after the claim arose.
5. Customer will indemnify Supplier against all claims by its auxiliary persons, including its personnel or representatives, and/or third parties, regarding damage for which Supplier has excluded and/or limited liability towards Customer.
6. On Customer who claims to have suffered damage as a result of a defect in the Products and/or Packaging, the burden of proof that there is damage and his damage is the result of the defect in the Products and/or Packaging rests with Customer.

Article 9 - Pledge on claims

1. If Customer fails to fulfil its obligations to Supplier, Supplier is entitled to have a pledge established on all claims, both present and future, of Customer against third parties. In this connection, Customer will cooperate with the legal effectuation of said pledge(s) at Customer's expense.

Article 10 - Payment

1. Payment will be made within 30 days of the invoice date, by transfer to a bank account number (to be) specified by Supplier. All payment terms are to be regarded as final deadlines, unless otherwise agreed in writing.
1. Settlement, termination and/or suspension by Customer are excluded, including if Supplier is entitled to suspend its obligations.
3. Payments made by Customer first serve to settle all interest and costs owed and then the longest outstanding payable invoices, even if Customer states that payment relates to a later invoice.

4. Supplier is at all times entitled to demand that Customer provides security for the fulfilment of its obligations. If Customer does not comply with this claim of Supplier, the provisions of Article 9 apply accordingly.
5. Supplier may agree with Customer on a credit limitation and interest due on trade credit.
6. If Customer does not pay, does not pay on time or does not pay in full, Customer will owe, without further notice of default, a credit limitation surcharge of 2% per month calculated from the due date until the day of payment in full.
7. If Customer does not pay, does not pay on time or does not pay in full, it will owe interest on the outstanding invoice amount equal to 2% above the legal commercial interest rate from the due date until the day of payment in full without further notice of default.
8. Furthermore, Customer will bear all costs related to the collection of the overdue amount, including the actual full extrajudicial costs incurred, which will be at least 15% of the principal amount and the default interest, which minimum will be calculated according to the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten (BIK)*), as well as the total judicial costs incurred, including costs of legal assistance as well as all other costs related to taking legal action, even if any litigation costs are lower than the actual costs incurred.
9. Non-timely payment entitles Supplier to suspend or terminate its performance as a result of the present and/or other Agreements with Customer, without Customer being entitled to compensation or termination of the Agreement and without prejudice to the Supplier's right to claim compensation.
10. Supplier may at all times require Customer to pay all or part of the agreed price in advance.

Article 11 - Retention of title and provision of security

1. Supplier retains title to all Products delivered or to be delivered pursuant to the Agreement until, in Supplier's opinion, as a result of payment in full by Customer:
 - the claims relating to the consideration for the Products, and
 - any other claims Supplier has on Customer, such as but not limited to the failure to perform the Agreement, have extinguished.
2. Customer will make the Products and Packaging available to Supplier at Supplier's first request and to provide all information that Supplier reasonably requires for the retention of title.
3. Customer is not free to dispose of, lease, assign or transfer the Products and Packaging outside its company, pledge or encumber them before Customer has fulfilled all its obligations.
4. Supplier is entitled to take possession of the goods, Products and Packaging supplied under the retention of title if Customer has not, not fully and/or not timely fulfilled its obligations towards Supplier or if there is a well-founded fear that Customer will not, not fully and/or not timely be able to fulfil its obligations towards Supplier. Customer hereby irrevocably and unconditionally grants Supplier the authority to enter its sites and buildings.
5. Customer will cooperate with all reasonable measures which Supplier wishes to take to protect its property rights regarding the Products and/or Packaging and which do not unreasonably hinder Customer in the normal conduct of its business.
6. Customer will provide additional security by way of a pledge on Customer's claims (in accordance with Article 9) or any other proper asset at the time the ownership of the Products is transferred to a third party through accession, confusion or otherwise.
7. Customer will not be entitled to use Products subject to retention of title as security for claims of third parties.

Article 12 - Intellectual property rights

1. Unless expressly agreed otherwise in writing, the full rights of intellectual and industrial property and know-how relating to the Products and Packaging sold by Supplier, such as, among other things, copyrights, trademark rights, design rights, patent rights, are vested exclusively in Supplier or one of its suppliers. This means, inter alia, that without Supplier's

express consent, no one will be permitted to make any use in any form whatsoever of the ideas, visions, designs and products conceived and/or created by Supplier. Permission with regard to the aforementioned rights of Supplier to Customer and/or other parties will only take place in the form of a written right of use.

2. In the event of a claim by a third party or an infringement by a third party regarding any intellectual or industrial property right on the Products or Packaging, Customer will inform Supplier in writing within 48 hours of becoming aware of the claim and, if requested, to provide Supplier with all information and/or cooperation necessary to conduct defence and/or settlement negotiations.

Article 13 - Suspension, termination and cancellation

1. Supplier may, in addition to its other rights, terminate the Agreement with Customer at any time in writing without further notice of default and judicial intervention and without being liable for compensation to Customer, or suspend its obligations, if Customer is unable to fulfil its obligation under the Agreement, leaves its due debts to Supplier or a third party unpaid, becomes insolvent, if Customer's bankruptcy is filed for or if Customer ceases its business and/or an attachment is levied on Customer which is not lifted within 30 days after the date of attachment.
2. Customer waives all rights to terminate the Agreement pursuant to Section 6:265 et seq. Dutch Civil Code or other legal provisions.
3. Cancellation by Customer is only possible if Supplier consents to this. In the event of cancellation, Customer will owe Supplier compensation of at least 20% of the purchase price. Amounts already paid by Customer will not be refunded. Customer is liable to third parties for the consequences of the cancellation and indemnifies Supplier accordingly.

Article 14 - Execution by third parties

1. Supplier is at all times entitled to subcontract all or part of the execution of the Agreement to third parties in order to fulfil its obligations under the Agreement.

Article 15 - Applicable law and disputes

2. The Agreement and the Conditions are governed exclusively by Dutch law. Non-contractual obligations will also be governed exclusively by Dutch law, irrespective of where any event causing damage occurs.
3. Applicability of the Vienna Sales Convention is expressly excluded.
4. All disputes arising from the offers, quotations, the concluded Agreement and these Conditions will, insofar as not otherwise imperatively prescribed, be settled by the competent Dutch court in the district where Supplier is established. Supplier is authorised to bring the dispute before the competent Dutch court in the district where Customer resides and/or is established.