

1. DEFINITIONS

- 1.1 GC: these general terms and conditions
- 1.2 Agreement: each agreement of purchase and sale and/or contracting of work, or any other agreement that we enter into with the customer and all agreements and/or obligations arising out of and/or associated with such;
- 1.3 Offer: each offer that we make to a (potential) customer;
- 1.4 We: Ridderflex & Plastics BV, who is making use of these conditions, and who is acting as the seller, supplier and/or contractor in agreements, and as the offerer in the case of offers;
- 1.5 Customer: each party that concludes an agreement with us as referred to in paragraph 1.2, or which receives an offer from us as referred to in paragraph 1.3;
- 1.6 Days: all calendar days;
- 1.7 Complaints: all complaints of the customer about the quality or quantity of the supplied goods;
- 1.8 Our warehouse: our company buildings and/or company sites and/or other places where we separate off and prepare for delivery the goods to be supplied.

2. APPLICABILITY

- 2.1 These GC are applicable to all the agreements that we enter into. Moreover, the GC are applicable to all the offers that we make.
- 2.2 No other GC, such as those of the customer, are applicable to agreements with us or offers made by us, regardless of the moment when reference is made to such, unless we have expressly stated in writing to the customer that we accept the applicability of those other GC. This acceptance shall at no time entail that the conditions of the customer are also applicable to other agreements between us and it.
- 2.3 Provisions of these GC shall not be applicable if and insofar as the requirements of mandatory law oppose such. If a provision is void on this ground due to certain circumstances, the most advantageous arrangement for us will apply, and all other provisions shall remain fully in force.
- 2.4 In all other respects the GC can only be deviated from by a written declaration signed by both parties.

3. OFFERS/CONCLUSION

- 3.1 Our offers are without obligation. If a deadline is set in the offer, this deadline will only serve to bind the customer. We can still withdraw our offer within 2 days after receipt of the acceptance.
- 3.2 Notwithstanding the possibility of withdrawal laid down in paragraph 3.1, an agreement will be concluded as of the moment that we have received timely acceptance in writing, completely in accordance with the offer, from the customer. Insofar as the customer accepts our offer with derogations of a minor significance, these derogations will not form part of the agreement with us, and the agreement will be concluded in accordance with our offer.
- 3.3 Furthermore, an agreement will also be concluded if we supply goods in accordance with the associated delivery note/invoice.

4. PRICES

- 4.1 Unless a binding price is agreed, the prices apply as detailed in our price list as applicable on the date of delivery.
- 4.2 Our prices are exclusive of VAT, other taxes and duties, transport costs, and insurance costs.
- 4.3 We have the right to charge on reasonable cost increases. We shall notify the customer in writing about any such charging on of cost increases.

5. DELIVERY

- 5.1 Unless another method of delivery is agreed, the delivery will take place when we have separated off the goods in our warehouse and made them ready for dispatch, and have notified the customer of such in writing.
- 5.2 The risk for the delivered goods after delivery will in all cases be for the customer.
- 5.3 If goods that are delivered by us cannot be transported to the destination due to circumstances not attributable to us, we will store the goods for the account and risk of the customer.
- 5.4 The choice of the means of transport is at our discretion.
- 5.5 We have the right to make part deliveries.
- 5.6 We have the right to make deliveries subject to cash on delivery.
- 5.7 Unless we have explicitly guaranteed a certain delivery date in writing, any stated delivery dates shall at no time be deemed to be fixed and final. In the event of late delivery, the customer must issue us with a written notice of default and moreover give us a reasonable period in which to fulfil our supply obligations, without the customer and/or any third party being able to make any claim for compensation against us. This paragraph is not applicable if there is a temporary or permanent non-attributable shortcoming, as referred to in article 6.

6. FORCE MAJEURE

- 6.1 If we are not able to fulfil our obligations due to a permanent non-attributable shortcoming, we have the right to wholly or partially dissolve the agreement by written notice within a reasonable period without being liable to pay any compensation - nor any payment for any benefit enjoyed - towards the customer.
- 6.2 The term "non-attributable shortcoming" in paragraph 1 means amongst other things: war, threat of war, civil unrest, fire, factory breakdowns, labour strikes, blockades, lockouts, traffic congestion, interruptions in the supply of raw materials/semi-finished products, sickness of personnel, and the non-fulfilment or late fulfilment by suppliers/contractors of their obligations.
- 6.3 A non-attributable shortcoming will be deemed to be permanent if the relevant performance cannot be carried out within 60 days after the commencement of the relevant circumstances.
- 6.4 If the performance can be carried out within 60 days, the shortcoming will be temporary, and neither we nor the customer can dissolve the agreement. Our obligation to perform will be suspended, without us being liable to pay any compensation or payment for enjoyed benefit to the customer.

7. SECURITY

We have at all times the right to demand security from the customer for the fulfilment of its obligations. If the customer refuses or fails to issue the security within the period set by us, we will have the right to dissolve the agreement by written notice. Insofar as we have already delivered goods to the customer, it is obligated to return such to us within 5 days after the notice has been issued. Furthermore, it will be obligated to compensate us for all damages that we have suffered due to its refusal or failure.

8. PAYMENT

- 8.1 Payments must be made free of charge without any discount or settlement within 30 days after the invoice date, unless the customer wishes to settle its liquid claims against us pursuant to a right accorded to it under the law, and has notified us of such in writing within 7 days after date of our invoice.
- 8.2 The payments have to be made in the currency stated on the invoice at our offices or in one of our bank accounts.
- 8.3 Payments shall serve in all cases first of all to pay for any costs owed, thereafter for payment of interest, and thereafter for payment of payable invoices in chronological order, even if the customer

has stated that its payment is in relation to other invoices and/or debts.

- 8.4 If the customer does not pay on time it shall be in default without notice of default being required, and shall owe us interest of 1.5% over the invoice amount for each month or part of such by which the payment period of paragraph 8.1 is exceeded.
- 8.5 If the customer is in default for more than 15 days, we have the right take debt collection measures. In that case, the customer will have to pay us extrajudicial debt collection costs in accordance with the debt collection rates of the Netherlands Bar Association with a minimum of € 150.
- 8.6 If the customer is in default of any payment obligation towards us, it will also be in default in relation to all claims that we have against it. Paragraph 8.4 and 8.5 are equally applicable in such cases.
- 8.7 In the event of liquidation, bankruptcy, suspension of payments, or application of the statutory debt rescheduling regulations, all obligations of the customer are immediately payable.

9 RETENTION OF TITLE/NON-POSSESSORY RIGHT OF PLEDGE

- 9.1 All goods delivered by us to the customer shall remain our property until the customer has paid all our claims pursuant to the purchase/contracting agreements in relation to these goods and the work carried out on such, increased by interest and costs, and all our other claims in connection with its failure in the fulfilment of the agreements.
- 9.2 If the customer forms new goods from the goods delivered by us, which are subject to a retention of title, it shall carry out this processing on assignment to us and will retain the new goods for us. It will only become the owner as of the moment that the retention of title expires because all our claims have been paid.
- 9.3 Insofar as we still have other claims against the customer than those referred to in paragraph 9.1, and we have delivered goods to the customer which are not subject to a retention of title, the customer will establish for our benefit a non-possessory right of pledge on these goods, which non-possessory right of pledge we shall likewise accept, as security for the fulfilment of its obligations. The customer shall sign a deed for the establishment of a right of pledge at our first request. It shall guarantee that it is authorised to undertake the pledging of the goods, and that no other rights of pledge and/or restricted rights, except for our rights, have been vested on the goods.
- 9.4 The customer has the right to sell or process all goods under the retention of title/non-possessory right of pledge in the normal way as part of its normal business operations.
- 9.5 If the customer sells the goods on, we can obligate it to establish an undisclosed right of pledge for our benefit on the claim arising out of the sale.
- 9.6 The customer shall handle the goods referred to in this article with due care and consideration. It shall insure the goods against all risks on the basis of the invoice value. The customer shall issue us with the names and addresses of the insurers and copies of the insurance policies at our first request. Moreover, at our first request, insofar as such has not already been established under the law, the customer shall establish an undisclosed right of pledge for our benefit on its claims with respect to the insurer.
- 9.7 The customer, notwithstanding that provided for in paragraph 9.4, may not pledge the goods referred to in this article to third parties, or relinquish, transfer, or limit the legal or real rights of disposal in any other way to our disadvantage.

10. QUALITY AND COMPLAINTS

- 10.1 The customer shall count, measure, weigh, and inspect the goods for visible and easily identifiable defects after delivery before it proceeds with the storage or use of such. Once the goods have been taken into use, they shall be deemed to have complied with the agreement, unless the goods have a hidden defect that is not easily identifiable.
- 10.2 Goods can only be returned to us if we have agreed with such, and with the means of dispatch, in writing. The goods shall remain for the risk of the customer.
- 10.3 Complaints shall at no time suspend the payment obligations of the customer.
- 10.4 The customer must submit complaints in relation to the delivered goods in writing to us within the

agreed guarantee period and furthermore within 8 days after the customer has discovered, or should have discovered, the defect. The complaint must be described as clearly and as precisely as possible.

- 10.5 If otherwise has not been agreed, any right of claim (guarantee) of the customer against us, in connection with a complaint that the goods do not comply with the agreement, shall also become null and void if:
- the deadline for the submission of a complaint has not been observed;
 - the customer does not cooperate/cooperates insufficiently within a reasonable period in relation to an investigation into the validity of the complaint;
 - the customer has used or maintained the goods in an improper, injudicious, or abnormal way, or if it concerns normal wear and tear;
 - the customer or a third party has made changes to the goods after the acceptance of the delivery;
 - the complaint has only been made after a period of more than six months has elapsed since the date of the delivery.

11. LIMITATION OF LIABILITY/PRODUCT LIABILITY RISK

- 11.1 During the performance of the agreement, we will observe all due care and proficiency that can reasonably be expected of us. We are not liable for damages, of any nature whatsoever, arising because we followed incorrect and/or incomplete information provided by the customer, unless this incorrectness or incompleteness should have been apparent to us.
- 11.2 We are not liable for any direct or indirect damages, such to include consequential losses, suffered by the customer or third parties, which are associated with an attributable shortcoming on our part or on the part of persons engaged by us for the performance of the agreement, unless there is a case of wilful misconduct and/or gross negligence.
- 11.3 If, taking into account the foregoing, we can be held liable, this liability shall be limited to the insured amount that is eligible for payment under our (commercial) liability insurance policy. If the damages are not covered by the insurance policy, or if the insurance company does not make a payment for any reason whatsoever, our liability shall be limited to a maximum of twice the invoice amount for the relevant agreement, such in all cases up to a maximum of €50,000.
- 11.4 If the customer sells on the goods supplied by us, or forms new goods out of the goods supplied by us and sells them on, it is obligated to insure itself against the risk of product liability as referred to in article 6:185 of the Dutch Civil Code. It shall send us a copy of the relevant insurance policy at our first request.
- 11.5 The customer shall indemnify us against all claims of third parties which we are not liable for pursuant to the foregoing.

12. DISSOLUTION, CANCELLATION OF THE AGREEMENT

- 12.1 In all cases where we dissolve an agreement with the customer by written notice, the customer is obligated to compensate us for all damages, costs, and loss of profits, and to return to us all goods already delivered. The goods shall remain for the risk of the customer until we have received and approved such. The obligation for compensation of damages and loss of profits does not apply if we have dissolved the agreement on the grounds of that provided for in article 6 due to a permanent non-attributable shortcoming.
- 12.2 Premature termination (cancellation) of the agreement by the customer can only take place if we wish to cooperate with this premature termination, and for as long as the required goods have not been ordered and the production of such has not commenced.
- 12.3 If the agreement is prematurely terminated by the customer, the customer shall owe, unless otherwise is provided for, fixed compensation of 30% of the agreed price, in addition to payment of the costs already incurred and work already carried out, such without prejudice to our right to demand full compensation for damages.

13. APPLICABLE LAW

All agreements concluded with us, and all obligations arising under such - with the exclusion of applicability of the Vienna Sales Convention 1980 - are subject to Dutch law and Dutch international private law.

14. PLACE OF EXECUTION

The agreements shall be deemed to have been executed in our place of incorporation.

15. DISPUTES

15.1 The customer and we will aim to settle any disputes amicably out-of-court.

To this end, the parties accept an obligation to perform towards each other to settle any dispute between them through mediation in accordance with the most recently applicable mediation regulations of the Netherlands Mediation Institute (NMI) in Rotterdam.

15.2 The parties will jointly appoint an NMI-certified mediator in the event they have a dispute in connection with the agreement and/or obligations arising out of such.

15.3 If the mediation in accordance with paragraph 1 does not lead to a (complete) settlement of the dispute between the parties, or the parties cannot agree on the appointment of a joint mediator in accordance with paragraph 2, either party has the right to submit the dispute to the courts. The court in the district of our place of incorporation shall have jurisdiction to hear the (remaining) dispute.

16. EVIDENCE

16.1 In relation to the financial size of the reciprocal obligations under agreements concluded with us - notwithstanding evidence to the contrary by all legal means - our administrative records shall be decisive.

16.2 Notwithstanding evidence to the contrary by all legal means, the numbers, dimensions, and weights stated on the invoice, delivery note and/or packing slip shall be deemed to be correct.

17. AMENDMENTS

We have the right to amend these GC. The amended provisions will take effect as of the date stated in the amendment decision. The customers known to us at the time of the amendment will be informed in writing about the amendment.

18. EFFECTIVE DATE

These GC are effective as of 24-01-2013, and have been filed under our Chamber of Commerce number 24258215 with the Chamber of Commerce in Dordrecht.