

# PLASTIC COMPANY SOEST B.V. GENERAL (SALES) TERMS

## Article 1 Applicability

1.1 These general terms apply to all offers of, and agreements entered into by, Plastic Company, concerning all activities to be performed by Plastic Company of any nature, unless explicitly agreed otherwise in writing. Deviations from these general terms are only valid if explicitly confirmed in writing by the Plastic Company management.

1.2 Possible sales terms or other terms of the opposing party do not apply.

1.3 If any of the stipulations from these general terms are established by an authorised judge to conflict with the law, civil order, or proper conduct, this has no consequences for the other stipulations of these terms. If stipulations are rendered obsolete and/or annulled, the opposing party will presently and at that time be bound to the stipulations Plastic Company replaces them by, which will approximate the original intent of the stipulations annulled and/or rendered obsolete as closely as possible, without being invalid as such.

## Article 2 Offers

2.1 All offers, tenders, price indications, brochures, printings, advices, and such, issued by Plastic Company and distributed on Plastic Company, are of a general nature and free of engagement, and are not binding to Plastic Company, unless explicitly stated otherwise in writing.

2.2 All prices included in offers, tenders, price indications, brochures, printings, advices, and such do not include sales tax or any other levies imposed by the administration, which are due in accordance with the agreement and its implementation.

2.3 Offers are based on the data submitted by the opposing party on their invitation.

## Article 3 Entering into agreement

3.1 An agreement with Plastic Company is only entered into either by the opposing party accepting, timely and in writing, an offer issued by Plastic Company, if this acceptance has been confirmed explicitly and in writing by Plastic Company; or by acceptance in writing by Plastic Company of an assignment of the opposing party which did not precede a (written) offer of Plastic Company.

3.2 Possible later supplementations and/or alterations to aforementioned agreement will only become binding after confirmation in writing by Plastic Company. It is therefore strictly prohibited to the opposing party to orally supplement or alter the agreement with any Plastic Company employee. Supplementations or alterations implemented by Plastic Company through E-mail are explicitly included in the reach of this article, and therefore are part of the agreement with Plastic Company.

## Article 4 Implementation of the agreement

4.1 In all instances, the assignment is limited to that which has been described in the relevant agreement. In case Plastic Company judges to implement more labour than was described in the agreement, Plastic Company is entitled to separately charge a surplus price to the opposing party.

4.2 Plastic Company is exclusively authorised, in consultation with and with prior written consent of the opposing party, to have the assignment or a part of it performed by third parties.

4.3 Periods indicated by Plastic Company are always indicative, and are established according to their best knowledge. They therefore do not count as deadlines. If it can be foreseen that an indicated period will be exceeded, Plastic Company will inform the opposing party of this as soon as possible. Performance of services assigned may not be refused by the opposing party as a consequence of exceeding the period. In such cases, Plastic Company is authorised to live up to its obligations at a date to be further agreed upon with the opposing party.

## Article 5 Force majeure

5.1 Force majeure is understood to include all circumstances either outside of the immediate influence of, or unforeseeable by reasonable standards by, Plastic Company, which temporarily or permanently render adherence to the agreement impossible. Such circumstances include, among other things: limiting administrative measures, epidemics, mobilisation, war, revolution, strikes, natural disasters, attachment, seizure, disruption of production at company suppliers, partial or complete failure of a third party of which goods and/or services are received, or lack of raw materials, semi-manufactured products, resources and/or energy, or any other circumstances not reasonably foreseeable by Plastic Company or lying outside the influence of Plastic Company, based on which Plastic Company, if such circumstances were known to Plastic Company at the time the relevant agreement was entered into, would not have agreed to or would not have agreed to on similar terms.

5.2 If on force majeure, adherence to an agreement cannot reasonably be expected of Plastic Company, Plastic Company is authorised to suspend implementation of this agreement, or to partially or completely annul this agreement, without any liability for compensation of damages, and without any legal intervention.

5.3 After a period of 6 (six) months, measured from the moment the force majeure situation arose and during which the force majeure circumstances still apply, the opposing party is authorised to annul the agreement.

## Article 6 Prices

6.1 Unless explicitly agreed otherwise in writing, all prices are in Euro's, and do not include sales tax or any other levies imposed by the administration. Unless explicitly agreed otherwise in writing, delivery occurs from Plastic Company factory, and any costs of shipping and possible costs of transport, packaging, administration, and insurance are on account of the opposing party.

6.2 Should any changes occur to one or more cost price factors of goods to be delivered or services to be performed, and/or to international market prices of goods, after establishment of the agreement, Plastic Company is authorised to adjust the purchasing price accordingly. Plastic Company will inform the opposing party of the price adjustment in writing.

## Article 7 Payment conditions

7.1 Payment is required to occur within 30 days of date of invoice in euro's, by bank or giro, not reducing the right of Plastic Company to require advance payment of the total price or part thereof, and/or to receive warranty for payment thereof. Plastic Company is free in its decision on the required warranty. With regard to the price, the opposing party is not entitled to any settling, reduction, or suspension for any reason whatsoever. Objections to the amounts of the invoices do not suspend the obligation of payment.

7.2 If the opposing party does not pay within the agreed term of payment or at the agreed moment, then the opposing party is immediately defaulting without need for proof of default. From the moment the opposing party is defaulting, it is due interest at a rate of 1% for each month, in addition to any costs incurred in the case and/or any extra judiciary or legal costs incurred for collecting the outstanding amount, in which this is deemed to amount to a minimum of 15% of the price, but never less than €250 (in words: two hundred and fifty Euros). Plastic Company reserves the right to entrust collecting of the amounts due to third parties, and/or to transfer requisitioning to third parties.

## Article 8 Liability

8.1 After transforming and/or repacking from the original packaging or by processing, any liability by Plastic Company expires. Plastic Company is never liable for direct or indirect damage, including consequential damage, loss of profit, missed savings, and damage caused by company stagnation. Damage arising from loss by goodwill or reduced income, is never eligible for compensation.

8.2 Complaints never give the opposing party the right to suspend adherence to its obligations, or to apply compensation or settling of debts.

8.3 The limitations of liability included in this article do not apply if the damage is due to intent or gross neglect by Plastic Company.

8.4 In case Plastic Company has failed accountably at adhering to its obligations from the relevant agreement with the opposing party, or if its personnel cause damage to the opposing party either by intent or by intentional recklessness, Plastic Company is under no circumstances liable for consequential damage or indirect damage, including, but not limited to, damage due to reduced profits or missed savings, and in all instances the damage is limited to the amount of invoice.

## Article 9 Reservation of property

9.1 All products deliver by Plastic Company remain property of Plastic Company until the opposing party has met all of its obligations from the agreement with Plastic Company.

9.2 For the implementation of the agreement, Plastic Company uses crates, rigs, and other means. Unless explicitly agreed otherwise in writing, these crates, rigs, and other means remain property of Plastic Company. Plastic Company accepts no responsibility whatsoever for crates, rigs, and other means that are not its property. Plastic Company lets out the crates, rigs, and other means to the opposing party. The duration of this letting agreement is equal to the duration of the agreement of the assignment.

## Article 10 Usage of crates

10.1 During the entire duration of the agreement, the opposing party will only use the crates, rigs, and other means for the proper collection of plastic residue. Except by written consent of Plastic Company, the opposing party is not authorised to (have) transport(ed) or (have) relocate(d) the crates, rigs, and other means by itself or by any other transporter than the one appointed by Plastic Company. Plastic Company may add conditions to its approval.

10.2 The crates, rigs, and other means may never be set up unguarded.

10.3 The opposing party is liable for all damage arising from failure to meet the obligations resulting from this article.

## Article 11 Maintenance

During the entire duration of the agreement, the opposing will keep the crates, rigs, and other means in excellent state of maintenance, in which they strictly adhere to maintenance or operating instructions by Plastic Company.

## Article 12 Annulment

12.1 If the opposing party fails to adhere to its obligations resulting from the agreement or the general terms; does not meet any of the terms connected to a permission granted by Plastic Company; loses free access to its assets or a part thereof; is declared to be in a state of bankruptcy; applies for moratorium; offers an agreement at bankruptcy; or in case its assets are seized, then all outstanding invoices are rendered claimable immediately, and the opposing party is established to be in default of payment of those invoices, without need for proof of default, and Plastic Company is authorised to simultaneously requisition all outstanding amounts, as well as interest, costs, and damage on account of the opposing party, without further summons or proof of default, or, without legal intervention, to annul the agreement, and immediately repossess the containers, while retaining the right of Plastic Company for full compensation of damages.

12.2 The opposing party commits itself to Plastic Company for informing Plastic Company immediately of possible seizure of its (im)movables or of the crates, or a part thereof, as well as of its bankruptcy or applying for moratorium. In addition, the opposing party will immediately grant any bailiff, trustee in bankruptcy, or administrator access to the agreement entered into with Plastic Company.

## Article 13 Third parties

The opposing party is not allowed to wholly or partially let or grant access to the crates to a third party, to pawn them, to transfer them as property for warranty, or weight them, unless explicit written approval is granted by Plastic Company.

## Article 14 Taxes, levies, and duties

All taxes, levies, and duties imposed or to be imposed in connection to the placement of the crates are on account of the opposing party, as well as damages or fines, arising or imposed as a consequence of not meeting legal and/or other requirements by the administration.

## Article 15 Access

Plastic Company, or persons appointed by Plastic Company, are allowed to at all times access the locations where the crates are situated, and to inspect these crates.

## Article 16 Costs

All costs incurred by Plastic Company in order to gain or retain its rights resulting from the agreement entered into with the opposing party, including both legal and extra judicial costs and (invoiced) fees of counsellors, are on the opposing party's account.

## Article 17 Disputes and applicable law

17.1 Any disputes related to an agreement or implementation of an agreement between the opposing party and Plastic Company, which are not settled in deliberation between the parties, will be submitted to the authorised judge in the territorial jurisdiction in which Plastic Company is established. Plastic Company is authorised, in deviation from the above, to submit a dispute to the authorised judge in the area in which the opposing party is established.

17.2 The agreements between Plastic Company and the opposing party are governed by Dutch law.

July, 2008