

# GENERAL (SALES) TERMS AND CONDITIONS PLASTIC COMPANY OUDENBOSCH B.V.

## Article 1 Applicability

1.1 These general terms and conditions of sale, hereinafter referred to as the general terms and conditions, concern the general terms and conditions of Plastic Company Oudenbosch B.V., hereinafter referred to as Plastic Company.

1.2 These general terms and conditions apply to all offers from and contracts with Plastic Company, relating to all activities of any kind to be carried out by or for the benefit of Plastic Company, unless explicitly agreed otherwise in writing. This shall apply to new as well as modified or subsequent orders. The other party shall hereinafter always be referred to as the other party.

1.3 Deviations from these general terms and conditions shall only be valid in so far as they have been explicitly confirmed in writing by the management of Plastic Company. Any terms and conditions of purchase or other conditions of the other party shall not apply.

1.4 If any provision of these general terms and conditions should prove to be void or voidable, this shall not affect the validity of the other provisions of these terms and conditions. Should this prove to be the case, the null and void or annulled provision shall be replaced as far as possible by a provision with the same effect.

## Article 2 Offers

2.1 All offers, quotations, printed matter, advice, etc. made by Plastic Company and provided on behalf of Plastic Company shall be of an informative nature and without obligation and shall not be binding on it, unless the management of Plastic Company has explicitly indicated otherwise in writing.

2.2 All amounts withdrawn shall be exclusive of turnover tax and all other levies imposed by the government which are or will be payable in connection with the contract and its performance.

2.3 Offers are based on information provided by the other party to the request. Should this information be incorrect, the offer shall not be binding on Plastic Company and it shall be entitled to amend the offer.

## Article 3 Conclusion of the contract

3.1 A contract with Plastic Company shall not be concluded until the other party has accepted in a timely manner, in writing, an offer validly made by Plastic Company in full and without modification, and this acceptance has been expressly confirmed by Plastic Company in writing, or until Plastic Company has accepted in writing an order from the other party that did not precede a (written) offer by Plastic Company.

3.2 If an acceptance contains an obvious mistake or error in writing, this can never bind Plastic Company. Nor shall it constitute a ground for dissolution or compensation.

3.3 Any subsequent additions or changes to the aforementioned contract shall only be binding upon written confirmation by Plastic Company. The other party is therefore expressly not permitted to supplement or change the contract orally with an employee of Plastic Company. Additions or modifications to the contract with Plastic Company, carried out by Plastic Company by e-mail, explicitly fall within the scope of this article and are therefore part of the contract with Plastic Company.

## Article 4 Execution of the contract

4.1 In all cases, the order shall be limited to what has been described by Plastic Company in the relevant contract or confirmed in writing by Plastic Company. If, in its opinion, Plastic Company carries out more work than described in the contract, it shall be entitled to charge a surcharge to the other party.

4.2 Plastic Company shall be entitled to have all or part of the order carried out by third parties.

4.3 Plastic Company may carry out a composite order in various parts.

4.4 Deadlines given by Plastic Company are always indicative and set to the best of our knowledge. They shall therefore not be regarded as a deadline. If it is foreseeable that a specified period will be exceeded, Plastic Company shall inform the other party of this as soon as possible. The other party may not refuse to perform the services or deliver the products ordered because the deadline has been exceeded. In that case Plastic Company shall be entitled to fulfil its obligations on a date to be agreed with the other party. Exceeding the stated term cannot lead to a ground for dissolution or compensation.

4.5 If the other party is of the opinion that Plastic Company has not carried out the order properly, it shall inform Plastic Company immediately and shall not allow a third party to remedy a defect.

## Article 5 Deliveries

5.1 If Plastic Company is unable to commence the order to be carried out, while the other party is responsible for the delay and risk, Plastic Company shall be entitled to a proportional extension of the delivery period. All additional costs and damage suffered by Plastic Company shall be at the expense and risk of the other party.

5.2 If the other party wishes to speed up the delivery period at a later date, the additional costs shall be at the expense and risk of the other party, provided that they can reasonably be speeded up.

## Article 6 Force majeure

6.1 Force majeure is understood to mean any circumstance beyond the direct control of Plastic Company or any circumstance beyond its reasonable control, which temporarily or permanently impedes the performance of the contract.

6.2 If, in cases of force majeure, Plastic Company cannot reasonably be expected to comply with an agreement, it shall be entitled to suspend the performance of this contract or to dissolve this contract in whole or in part, without judicial intervention and without being obliged to pay any compensation itself.

6.3 After a period of six months from the moment that the force majeure situation has occurred and in which the force majeure still manifests itself, the other party has the right to dissolve the contract. In that case, Plastic Company cannot be held liable for damages.

6.4 If the contract had already been partially performed, a pro rata payment shall be made.

## Article 7 Prices

7.1 Unless explicitly agreed otherwise in writing, all prices and amounts are in euros and exclusive of turnover tax and other government levies, delivery is made ex works by Plastic Company and all shipping and possible transport and packaging costs, administration and insurance costs are at the expense of the other party.

7.2 If changes occur in one or more cost price factors of the goods or services to be delivered and/or in the international market prices of goods after the conclusion of the agreement, Plastic Company is entitled to adjust the purchase price accordingly.

## Article 8 Payment conditions

8.1 Payment must be made within 30 days of the invoice date in euros, by bank or giro, without prejudice to Plastic Company's right to require advance payment of all or part of the price and/or to receive security for payment thereof. Plastic Company shall be free to choose the security to be provided. The other party shall not be entitled to any set-off, deduction or suspension with regard to the price for any reason whatsoever. Objections to the amount of the invoices or complaints shall not suspend the payment obligation.

8.2 If the other party fails to pay within the agreed term of payment or at the agreed time, it shall be immediately in default without any notice of default being required. From the moment that the other party is in default, it shall owe interest of 1% per month on the outstanding amount, as well as all extrajudicial and judicial costs incurred or to be incurred to collect the outstanding amount, whereby it shall be deemed to be at least 15% of that price, but never less than two hundred and fifty euros.

## **Article 9 Liabilities**

9.1 After transformation and/or repackaging from the original packaging or by processing, any liability on the part of Plastic Company will lapse. Plastic Company shall never be liable for direct or indirect damage, including but not limited to consequential damage, loss of profit, lost savings and damage due to business interruption. Damage consisting of loss due to goodwill or reduced revenue shall not be eligible for compensation under any circumstances.

9.2 If Plastic Company has failed imputably to fulfil its obligations under the relevant contract, or its personnel have caused damage to the other party during the execution of the contract, Plastic Company shall under no circumstances be liable for consequential damage or indirect damage, including damage due to loss of profit or lost savings, and in all cases the compensation shall be limited to the invoice amount, or the amount that Plastic Company can claim under its liability insurance.

9.3 Plastic Company shall never guarantee the applicability of the product for the purpose for which the other party wishes to use it. Even if this purpose has been explicitly made known to Plastic Company.

9.4 All costs that Plastic Company has to incur in order to obtain or retain its rights arising from the contract concluded with the other party, including both judicial and extrajudicial costs as well as (the charged) attorney's fees, shall be borne by the other party.

## **Article 10 Complaints**

10.1 Immediately after delivery of the product, the other party must check this for correctness in quantity and quality. The other party must then inform Plastic Company of any inaccuracies within three calendar days of delivery. If this does not happen, the product shall be deemed to have been delivered without faults that can easily be determined. As soon as the other party becomes aware, or should become aware, of defects that are not easily established, it shall, on pain of forfeiture of rights, inform Plastic Company within 6 months and give it the opportunity to solve the problem, provided that this can be expected of Plastic Company.

10.2 In the event of damage to the product as a result of careless handling by the other party or its vicarious agents, the other party shall be liable for any damage to the product. This also applies if the product has already been re-delivered, processed or processed.

10.3 If only part of the delivered product has visible defects, this is not a legally valid reason to reject the entire batch.

## **Article 11 Dissolution**

11.1 In the event that the other party fails to comply with the obligations arising from the agreement or the general terms and conditions, loses free disposal of all or part of its assets, is declared bankrupt, applies for a suspension of payments, offers an arrangement in the event of bankruptcy or if its business is seized, all outstanding invoices become immediately due and payable, and then the other party shall be deemed to be in default of payment of those invoices without notice of default being required, and Plastic Company shall be entitled to claim all outstanding amounts as well as the interest, costs and damage in respect thereof from the other party at once, without any further summons or notice of default being required and without judicial intervention being required, and to repossess the containers without delay, without prejudice to Plastic Company's right to claim full compensation.

11.2 The other party undertakes vis-à-vis Plastic Company to inform it without delay of any seizure of its movable or immovable property or of the crates or any part thereof, as well as of its bankruptcy or application for suspension of payment. It shall also allow the bailiff, trustee or administrator who is making the attachment to inspect the contract concluded with Plastic Company without delay.

11.3 If Plastic Company fails to fulfil its obligations under the contract, the other party shall first give it notice of default and allow it a reasonable period of time to fulfil its obligations before the contract can be dissolved in the interim. The other party shall at all times remain liable to pay compensation for services already provided and may not attach any conditions precedent to this.

## **Article 12 Retention of title**

12.1 All products delivered by Plastic Company shall remain the property of Plastic Company until the other party has fulfilled all its obligations under the contract with Plastic Company. During this period, the other party shall handle the delivered products in the correct and appropriate manner and may not encumber them in any way.

12.2 Plastic Company shall use crates, installations and other means to carry out the contract. Unless expressly agreed otherwise in writing, these are and shall remain the property of Plastic Company and the other party shall hire them. The duration of this rental agreement shall be equal to the duration of the contract for the order.

12.3 Plastic Company may retain the products to be delivered if the other party has not fulfilled its obligations under the contract. If Plastic Company incurs costs for this; the other party shall be obliged to pay them.

## **Article 13 Use of crates**

13.1 The other party shall only use the crates, installations and other means during the entire term of the contract for the correct collection of plastic remnants and shall keep them in an excellent state of maintenance, in which case they shall be closely followed in the maintenance and/or operating instructions of Plastic Company. Without the written consent of Plastic Company, the other party shall not be entitled to transport the crates, installations or other means of transport itself or by a carrier other than the carrier designated by Plastic Company, or to move them or have them moved. Plastic Company may attach conditions to its consent.

13.2 The crates, installations and other means may never be set up unattended and may never be encumbered or given to a third party for rent or use.

13.3 Plastic Company or persons to be appointed by Plastic Company are at all times entitled to enter the places where the crates are located and to examine these crates. The other party shall be liable for all damage resulting from non-compliance with the obligations arising from this article.

13.4 All taxes, levies and duties that have been or will be levied in connection with the placement of the crates shall be for the account of the other party, as well as any damage or penalty incurred or imposed as a result of non-compliance with statutory and/or other government regulations.

## **Article 14 Privacy**

Plastic Company treats personal data with care and refers the other party to the privacy statement as published on the website. The other party is responsible for ensuring that the personal data that it provides to Plastic Company are legally obtained and can be processed by Plastic Company.

## **Article 15 Disputes and applicable law**

15.1 All disputes relating to a meeting or the execution of a contract between the other party and Plastic Company, which cannot be resolved by mutual agreement between the parties, shall be submitted to the competent court in the district in which Plastic Company is established.

15.2 Contracts between Plastic Company and the other party shall be governed by Dutch law.

15.3 Goods that may prove to be unclear or irregular shall be interpreted as much as possible in the spirit of these general terms and conditions. Plastic Company shall be entitled to make interim amendments to these general terms and conditions. The most recent version can always be found on its website.

**August 2019**