1. **applicability**

1.1. These General Conditions of Sale (hereinafter: "Terms") shall apply to all agreements, offers and/or deliveries of Polyscope Polymers B.V. (hereinafter: "Seller") with or to any party that requests and/or negotiate with Seller regarding the delivery of products or services that are provided by Seller, including all services connected thereto (hereinafter: "Products"). Polyscope Polymers B.V. is the legal entity of that party (hereinafter jointly: "Buyer"), unless it is otherwise expressly agreed in writing.

1.2. The applicability of any general or purchase conditions of Buyer is hereby expressly rejected.

1.3. Seller is, at all times, entitled to amend these Terms without prior notice or permitting written communication to Buyer.

2. **additions or deviations from these Terms**

2.1. Any agreement concerning the periodical delivery of Products for which no term is stipulated, shall be regarded as for the term of 1 (one) year. Should this agreement not be terminated timely, this agreement is automatically renewed for 1 (one) year.

2.2. Termination of the agreement as referred to in 2.1. is only possible in writing and with a notice period of at least 3 (three) months.

2.3. Seller shall be entitled to terminate any agreement in writing without notice of default and with immediate effect, if Buyer is granted a moratorium of payment or terminates, in whole or in part, if a winding-up petition is filed in respect of Buyer, if Buyer is wound up or terminated for reasons other than reconstruction or the merger of two or more companies or if there is a change in the individual or board that has decisive control over the Buyer. The Seller shall under no circumstances be obliged to restrict any deliveries if the Buyer has already been received or to pay any compensations in the event of such termination.

2.4. If the Buyer becomes bankrupt or is liquidated, any licenses as made available to the Buyer shall terminate by operation of law.

2.5. Buyer is under no circumstances entitled to transfer any agreement or obligation between Buyer and Seller to any other party. For the avoidance of doubt, for this article 'any other party' includes affiliates of Seller or its affiliates. Seller shall not transfer its rights of payment of fees to a third party.

2.6. Upon the conclusion of two or more natural persons and/or legal persons, each of these parties being severable liable in respect of any payment of the amounts due on the basis of the agreement any Seller.

3. **obligation to cooperation**

3.1. The Buyer is obliged to provide all information that is necessary for Seller to comply with its obligations between the parties in a timely manner. The Seller is entitled to require from the Buyer that this information will be complete, correct and accurate.

3.2. All information regarding the agreement as concluded between the parties and the new information or details however reserves the right to do so.

3.3. If the Buyer fails to cooperate with the Seller as described in this article, Buyer is entitled to suspend the execution of any agreement with Seller in part or in full. Seller is entitled to reclaim the resulting costs in accordance with its standard rates.

4. **deliveries**

4.1. Unless prior and in writing expressly agreed upon, all deliveries of all Products shall be Ex Works as defined within the Incoterms 2010.

4.2. For each shipment of Products, Buyer shall, as a condition precedent nor fully comply with Buyer in writing in the quantity, preferred date of collection or delivery, and any relevant delivering instructions on the Product shall not timely or not adequately supply the aforementioned delivery or collection, Buyer shall not be liable for non-delivery, any delay in delivery or any inaccuracy that may arise due to Buyer not supplying the aforementioned delivery or collection timely or adequately.

4.3. Delivery period or delivery dates have to be considered as targets only and are not strict deadlines. A (delivery) period or a (delivery) date, as specified by Seller, indicated, shall not mean that the Seller is in default. Any notice of default as issued by Seller to Buyer must contain a complete and detailed description of the breach, to ensure that Buyer is able to respond adequately.

4.4. Seller shall, to the best of his ability, observe the time of delivery as agreed upon in the agreement on the information as provided by Buyer as stated in an article therein. The Seller is not entitled to Buyer to claim cancellation or termination of any agreement with Seller. An agreement which does not or not accurately specifies (delivery) times, or in which other specifications are missing, shall not become binding upon Seller until the missing delivery times and/or specifications have been communicated to Seller and have been agreed upon in writing. The Seller is not bound by a (delivery) period if the parties have agreed on a change to the agreement in writing or if the parties have agreed on a change to the agreement to the performance or execution of the delivery of the Products.

4.5. Quantity and quality of the Products shall be established on the basis of the quantities and/or on behalf of Seller, and the findings shall be conclusive. In case of a dispute, the aforementioned inspection, provided Seller has been timely informed of the intention to do so.

4.6. Measurements, information (in drawings), pictures, websites, catalogues, advertising material etc., are not binding on Seller, except where specifically otherwise agreed in writing.

4.7. Seller may deviate up to 5% from the agreed quantity sum to be paid by Buyer shall be adapted accordingly.

5. **retention of title**

5.1. All Products delivered to Buyer shall remain the ownership of Seller until such time as all amounts owing to Seller, or as a result of any other transaction, have been paid in full and timely. During the term Buyer has not obtained the ownership of the Products, Buyer is only entitled to use the Products in so far as that use is necessary for the normal course of the business of Buyer, as reasonably decided by Buyer.

5.2. If Buyer creates a new item (partly) from Products, the Buyer shall only create this item for the benefit of Buyer and the Buyer shall retain the newly created item for the Seller, until the Seller has paid all amounts due pursuant to the agreement. These newly created items shall remain the owner of the newly created item until the Buyer has made all payments in full, unless notified otherwise. Notwithstanding article 5.1, and unless stated otherwise in the agreement (e.g. marking of the packaging materials to this end) title of ownership (even if not limited to: pallets, cardboard boxes, big bags etc.) is acquired by Buyer when the Buyer has paid all amounts due pursuant to the agreement.

5.3. Buyer, at Seller's first request, return the Products to Seller. Failing this, Seller shall be entitled to transfer all rights to Buyer and the Buyer shall retain the newly created item for the Seller, until the Seller has paid all amounts due pursuant to the agreement.

5.4. Buyer shall, at Seller's first request, return the Products to Seller. Failing this, Buyer shall be entitled to transfer all rights to Buyer and the Buyer shall retain the newly created item for the Seller, until the Seller has paid all amounts due pursuant to the agreement. If Buyer fails to comply with the demand, Buyer is entitled to stop delivery of the Products due to the Seller, Buyer is entitled to reclaim the resulting costs in accordance with its standard rates. In case the parties have agreed in writing that Seller is entitled to take back the Products and the Buyer is not able or willing to take back the Products, Buyer will be credited with the market value of the Products as agreed upon between the parties, which market value will under no circumstances shall be more than the original purchase price and shall be deducted with the costs for taking back the Products and the damages sustained by Seller as a consequence of having to take the Products back.

6. **risk**

6.1. The risk of loss, theft and damage to/of Products shall pass to the Buyer when the Buyer, or a representative of Buyer takes actual possession of the Products, or in case the Buyer is unable to take actual possession of the Products, in which case the Buyer shall be obliged to take delivery of the Products at the Seller's premises in any reasonable manner and with a notice period of at least 3 (three) months.

6.2. Buyer shall bear the risk of the selection, storage, the delivery and the management within his organization of the Products.

7. **prices, taxes and levies**

7.1. Unless otherwise indicated by Seller, all prices are exclusive of any taxes, turnover tax (VAT), levies and other charges whether of any other party or of a special obligation which shall not be charged to Buyer, when applicable, or of any customs duties agreed to by the Seller.

7.2. All prices are in euros and the Buyer shall effect all payments in euros.

7.3. All prices are for delivery Ex Works as defined in the Incoterm 2010, and include standard packaging, unless agreed otherwise in prior writing with Seller. Prices are subject to change without prior notification thereof to Buyer, unless they are expressly designated as a fixed price for a specific period, in conformity with an explicit prior written quotation or order confirmation as issued by Seller.

7.4. Cost estimates and budgets issued by the Seller shall be binding on Buyer only where specified otherwise in writing by the Seller. Buyer undertakes to derive any rights or expectations from any cost estimates or budgets issued by the Seller.

7.5. Relevant documents and information from the Seller's administration or system shall be conclusive for Services and Products as provided by Seller and the amounts due to be paid by Buyer in return for this service and Products.

7.6. If the Seller is subject to a periodic payment or interest, the Seller shall be entitled to adjust the applicable prices and rates based on an index or other index otherwise, delivery of Products as agreed upon in writing. The Seller is not bound by a (delivery) period if the parties have agreed on a change to the agreement in writing or if the parties have agreed on a change to the agreement to the performance or execution of the delivery of the Products.

7.7. If Buyer breaches any of the terms of the agreement, Seller may, at its discretion, suspend delivery of the Products without prejudice to its other rights and remedies, to take back the Products and to reclaim any losses or costs, including the purchase price and any other costs, including interest, in case the parties have agreed in writing that Seller is entitled to do so.

8. **payments**

8.1. Buyer shall, unless agreed otherwise in writing, pay all outstanding amounts no later than 15 days after the invoice date.

8.2. Buyer shall, on written demand of Seller, pay all in-court and out-of-court expenses or details however reserves the right to do so.

8.3. Buyer hereby grants to Seller its permission to be served by Buyer by means of the following documents: 6161 CZ Geleen E-mail: info@polyscope.eu Registration at the Dutch Chamber of Commerce: 71639306 VAT-number: NL815926339801
9. Default of Buyer

9.1. If Buyer does not, not timely or not properly fulfill any of its obligations arising from any agreement with Seller, Seller shall be entitled to terminate the agreement with Buyer in whole or in part or suspend its performance in whole or in part.

9.2. Seller is under no circumstances liable for any damages as result from this termination or suspension.

10. Warranty

10.1. Seller hereby warrants that on the date of delivery the Products shall be in conformity with the specifications as explicitly agreed upon in writing between the parties. No further warranties, guarantees or representations are issued by Seller.

11. Complaints and liability

11.1. Buyer is obliged to duly inspect the Products upon delivery. The Products shall be deemed accepted by Buyer at the moment of delivery as agreed upon between the parties. Buyer shall be deemed to have waived any claims, unless Seller is duly notified in writing of such a claim within fourteen (14) days after the date of delivery of the concerned Products.

11.2. With respect to claims relating to the use, sale or distribution of the delivered Products, singly or in combination with other Products, ingredients or packaging or any other claim whatsoever relating to any agreement with Seller, Seller's liability shall be limited to replacement of the Products actually delivered to Buyer or reimbursement of the purchase price of such Products, to be determined by Seller. The total liability for indirect damage or loss, for any reason whatsoever, shall, however, under no circumstances exceed €100,000. The liability of Seller for loss as a result of death, physical injury or due to material damage to items shall under no circumstances exceed €1,250,000. The liability of Seller for any form of indirect damage is hereby excluded.

11.3. Except where performance by the Seller is permanently impossible, Seller shall only be liable as a result of an attributable failure in the performance of an agreement if the Buyer gives the Seller immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and the Seller's attributable failure to meet its obligations after this period.

11.4. A condition for the existence of any right to compensation shall in all cases be that the Buyer notifies the Seller in writing of the loss or damage as soon as possible after it occurs.

11.5. Without Seller's prior written consent, Buyer shall not have the right to return Products which, in the opinion, display defects.

11.6. Seller shall not be liable for any damage, whatever its nature, directly or indirectly arising from or in connection with the use, processing, sale or distribution of the Products, and Buyer indemnifies, protects and holds Seller harmless against any claims in this respect.

11.7. The Buyer shall indemnify the Seller against all product liability claims by third parties as a result of a defect in a Product delivered by the Buyer to a third party and that (partly) consists of Products as provided by the Seller.

11.8. The provisions of this article and all other restrictions and exclusions shall also apply in favor of all (legal) persons that the Seller engages to execute the agreement.

12. Force majeure

12.1. In case of 'Force majeure', which is defined as the occurrence of an event, Seller is authorized to terminate the agreement with Buyer or suspend performance thereof without prior notice to Buyer thereof.

12.2. Force majeure shall include (without being limited thereto) any circumstances reasonably beyond Seller's control and affecting Seller's ability to acquire, sell or deliver the Products in the manner as stipulated in the agreement, including circumstances such as compliance with any order, request or measure of any governmental, port, local or other competent authority or person purporting to represent any of these.

12.3. Seller shall not be liable to Buyer for any loss or damage arising from the above-described Force majeure situations, or from any failure to comply in time or in full, with any obligation caused by the Force Majeure. Seller shall not be required to remove any such cause or to replace or provide any alternative to the affected source of supply or the affected facility, etc., if that would involve additional expense or a deviation from its normal practices, nor shall Seller be required to make up for any quantities not supplied or to extend the period of the agreement in case of a Force Majeure event.

13. Intellectual property rights

13.1. The sale of Products shall not, by implication or otherwise, convey any license under or transfer any intellectual property right relating to the Products or compositions thereof.

13.2. The Buyer is under no circumstances permitted to remove or amend any details of the Products in relation to copyrights, brand names, trade names or any other intellectual property rights.

14. Confidentiality

14.1. Parties ensure that all information received from the other party that is known or should reasonably be known to be confidential, and is kept secret during the term of the agreement and for two years following the termination thereof. The party receiving such confidential information hereby obliges to only use this information for the purpose for which it has been provided. Information shall at least be regarded as confidential in case one of the parties explicitly makes the information as such.

14.2. During the term of the agreement and for two years following the termination, respective of the grounds of termination, Buyer shall only engage or otherwise employ, directly or indirectly, members of the staff of Seller who are or were previously involved in the execution of the agreement after obtaining the prior written consent of Seller.

15. Applicable law and disputes

15.1. These Terms and all agreements between the Seller and Buyer shall be governed by the laws of the Netherlands. The United Nations Convention on contracts for the International sale of goods 1980, shall not be applicable to any of the agreements between the parties nor these Terms.

15.2. All disputes arising from or in connection with any agreements between the Seller and the Buyer shall be subject to the jurisdiction of the courts of Maastricht, the Netherlands without prejudice to Seller's right to summon Buyer before the competent courts of Buyer's domicile.

16. Additional Conditions of Sale Germany