

**1. Definitions**

In these general purchase terms and conditions the following definitions shall mean:

- 1.1. **Affiliates**  
All affiliating companies of Purchaser, meaning all parties that have the power to control Purchaser and all parties that can be controlled by Purchaser.
- 1.2. **Agreement**  
The agreement between Purchaser and Supplier concerning the purchase of Products, including the Purchase Order as issued by Purchaser and accepted by Supplier, and anything the parties have explicitly agreed upon in writing, expressly incorporating these Terms as an integral and inseparable part thereof.
- 1.3. **Products**  
Shall mean all the goods, the design, services, materials, objects and/or equipment and all pertaining documents to be supplied by Supplier to Purchaser.
- 1.4. **Purchase Order**  
Shall mean the order or purchase order as issued by Purchaser, or by third parties authorized to do so for and on behalf of Purchaser, and all the specifications, drawings and documents explicitly listed therein as an attachment to said order.
- 1.5. **Purchaser**  
Shall mean Polyscope Polymers B.V., including her Affiliates, issuing a Purchase Order. Every reference to 'Polyscope', 'Buyer' or 'Company', which may be used in the Purchase Order, shall have the same meaning as 'Purchaser'.
- 1.6. **Sub Supplier**  
Shall mean any natural person, corporation or company other than Purchaser having a contract with Supplier for the Supply of the Products or a part of the Products. Every reference to 'Sub Vendor' or 'Subcontractor', which may be used in the Purchase Order, shall have the same meaning as 'Sub Supplier'.
- 1.7. **Supplier**  
Shall mean the natural person, corporation or company identified in the Purchase Order as the supplier of the Products, including the affiliates of that cooperation or company. Every reference to 'Vendor', 'Seller' or 'Successful Bidder', which may be used in the Purchase Order, shall have the same meaning as 'Supplier'.
- 1.8. **Terms**  
These general purchase terms and conditions of Purchaser.

**2. Applicability**

- 2.1. These Terms apply to **all** Agreements between Purchaser and Supplier
- 2.2. These Terms and the Purchase Order form an integral part of the Agreement. All general purchase or sale conditions of Supplier of any designation whatsoever which previously applied to the relationship between the Parties are deemed to hereby have been rejected by Purchaser and in addition thereto have been cancelled and superseded by the Terms.

**3. Purchase Orders**

- 3.1. To purchase Products, Purchaser shall issue a Purchase Order to Supplier.
- 3.2. Supplier is deemed to have accepted the Purchase Order:
  - a. Upon signing and returning the Purchase Order confirmation form within 10 working days after receipt of the Purchase Order;
  - b. At the moment Supplier has commenced with the execution or performance of the Purchase Order or in any other way indicates to have accepted the obligations pursuant to the Purchase Order.
- 3.3. After acceptance of the Purchase Order by Supplier as described in article 3.2, the Agreement between parties is concluded.
- 3.4. All further terms and conditions mentioned or referred to in or attached to Supplier's quotation is well as in any subsequent correspondence are hereby expressly rejected.
- 3.5. The Supplier shall supply to the Purchaser, the Products in accordance with the Agreement and with the skill, care and foresight of a diligent supplier of such Products.
- 3.6. Items or parts of Products not specified in the Purchase Order but necessary for the proper, safe and efficient operation, construction or maintenance of the Products and/or for the fulfilment of Supplier's guarantees are deemed to be included in the Purchase Order and the prices as referred to therein and shall be supplied and/or executed by Supplier at no extra cost to Purchaser unless otherwise specified in the Purchase Order and explicitly agreed upon in writing by the Purchaser.
- 3.7. Purchaser may issue forecasts of requirements to the Supplier. Such forecasts are not-binding estimates only and are only intended to assist the Supplier in scheduling its production and delivery of Products. All forecasts are without prejudice to the volumes actually purchased under the Purchase Order.

- 3.8. Upon expiry or termination of any Agreement between the parties (in whole or in part), for any reason, the Supplier shall at its own costs:
  - 3.8.1. Provide reasonable transfer assistance to a new supplier for goods, that are at least comparable to the Products, to minimize any disruption and ensure continuity of the Purchaser's business;
  - 3.8.2. Cease the use of any work product or Products as purchased by the Purchaser, whether in final or not in final form. Such work or Products shall be returned to Purchaser by Supplier in a manner convenient for the Purchaser.

**4. Deviations of the Purchase Order**

- 4.1. Any confirmation of a Purchase Order by Supplier, containing any modifications to or deviations from the Purchase Order or these Terms are only binding if explicitly accepted in writing by Purchaser.
- 4.2. Supplier shall in no case deviate from the specifications as specified in the Purchase Order, nor deviate in any other sense from the Purchase Order or Agreement, unless he has obtained a prior written consent thereto from Purchaser.
- 4.3. Approval by Purchaser of drawings, samples or other proposals shall not imply any approval of deviations of the Purchase Order unless explicit prior written consent thereof is given by Purchaser.
- 4.4. Where the designation 'or equivalent' is used in the Agreement, any material proposed as equivalent by Supplier shall require prior approval in writing by Purchaser.

**5. Postponements**

- 5.1. Purchaser is entitled to request the Supplier to postpone any execution or performance of the Agreement, which request shall immediately be met by Supplier.
- 5.2. Said postponement notice as issued by Purchaser shall designate the part(s) of the Supplier's obligations affected. Upon receipt of any such postponement notice, Supplier shall, unless explicitly otherwise instructed by Purchaser:
  - 5.2.1. Immediately discontinue performance of Supplier's obligations on the day and to the extent specified in the notice;
  - 5.2.2. place no further sub-orders with respect to the postponed part of the Agreement;
  - 5.2.3. promptly make every effort to obtain postponement upon terms satisfactory to Purchaser of all orders to possible Sub Suppliers, to the extent they relate to performance of the postponed part of the Agreement;
  - 5.2.4. continue to perform non-postponed obligations;
  - 5.2.5. generally act in such a manner as to minimize costs associated with the postponement and at all times act in the interest of Purchaser.
- 5.3. Upon receipt of a notice to that effect from Purchaser, Supplier shall resume the postponed part of the Agreement on the date specified in such notice. Only direct costs inevitably resulting from the requested postponement shall be allowable as costs to be paid by Purchaser, which shall have to be approved in writing by Purchaser before an invoice is sent. The maximum of costs to be paid by Purchaser shall, under all circumstances, be limited to 50% of the total amount as paid by Purchaser for the Products.
- 5.4. Within fifteen (15) working days from the date the Supplier has resumed execution of the postponed part of the Purchase Order, Supplier shall submit a documented estimate of the costs of the postponement to allow evaluation thereof by Purchaser. Purchaser shall not be held liable for any damages or loss of anticipated profits of Supplier as a result of the postponement.

**6. Assignment and subcontracting**

- 6.1. Supplier shall not assign the Agreement with Purchaser or any part thereof without Purchaser's prior written consent. Purchaser is entitled, at its own discretion, to assign the Agreement with Supplier or any part thereof to third parties, such as but not limited to affiliates of Purchaser.
- 6.2. The performance of the Agreement or part thereof or any rights deriving thereof may not be contracted to any Sub Supplier without Purchaser's prior written consent.
- 6.3. Supplier is entitled to request Purchaser to approve a Sub Supplier, in which request the Supplier shall at least inform the Purchaser of:
  - 6.3.1. The registered name of the Sub Supplier;
  - 6.3.2. The part of the Agreement as shall be performed by the Supplier;
  - 6.3.3. Any other information to allow Purchaser to conduct a full evaluation of the Sub Supplier.
- 6.4. In case the Purchaser chooses to approve the contracting of the Sub Supplier by the Supplier, said approval shall in any case be under the condition upon Purchaser having received a written statement signed by the

- 6.5. Sub Supplier, explicitly confirming that the Sub Supplier will unconditionally abide by the stipulations of the concerning Agreement. Subcontracting does not relieve Supplier from any responsibility or liability under the Agreement. All Products delivered by Sub Supplier shall be deemed to have been delivered by Supplier.
- 6.6. Supplier is, at all times, responsible and liable for the acts and performance of the Sub Supplier. Supplier is at all times responsible to inform the Sub Supplier of the Purchase Order, the Terms and all further information possibly necessary to allow accurate and timely performance by Sub Supplier.

**7. Deliveries**

- 7.1. All deliveries by Supplier or Sub Supplier shall be Delivered Duty Paid as specified in the Inco terms 2010, unless exceptions thereto are specified in the Agreement as agreed upon by Purchaser.
- 7.2. Without prejudice to any rights of the Purchaser, the Supplier shall immediately give written notice to the Purchaser if it becomes aware or anticipates that the Products shall not comply with the Agreement.
- 7.3. Products shall be delivered in adequate packaging suitable for the required mode of transportation, handling and storage of the Products. Packaging costs are included in the prices agreed upon in the Agreement. Purchaser will not pay any caution money or cost of wear and tear or issue any securities to Supplier.
- 7.4. The Supplier shall comply with all written or electronically provided policies, recommendations, instructions and requirements as provided by Purchaser from time to time. The Supplier shall at all times comply with Purchaser's quality assurance requirements and shall remain responsible for quality assurance with respect to all Products.

**8. Delivery time**

- 8.1. The date of delivery of the Products as specified in the Agreement is binding and considered a strict deadline for Supplier. Supplier will be considered to be in default when the date of delivery is exceeded, in which case Purchaser is entitled either to cancel the Agreement in whole or in part or to claim performance by Supplier, however in either case without prejudice to Purchaser's further rights and remedies.
- 8.2. Notwithstanding Supplier's obligation to deliver the Products at the specified date and place, Supplier shall immediately notify Purchaser in writing at the moment any delay is foreseen. Supplier shall in such case immediately submit its proposal indicating the measures Supplier shall take at its own account to remedy the delay in order to maintain the delivery date as stated in the Agreement or the delivery as stated by Supplier, whichever is earlier. Should Supplier fail to take foresaid measures or should Purchaser not approve of the measures as proposed by Supplier, Purchaser has the right to require Supplier to forthwith perform, on Supplier's account, all measures Purchaser deems necessary.
- 8.3. Purchaser shall, at any time, be entitled enter the premises of Supplier and possible Sub Suppliers to audit and ascertain the progress of the delivery of Products. Supplier shall impose this right on its Sub Suppliers. Purchaser may request Supplier to submit unpriced copies of contracts with Sub Suppliers for the purpose of progress ascertainment, which request shall be met as soon as possible by Supplier. Supplier shall provide Purchaser with all further information to allow Purchaser to ascertain the timely delivery of the Products.
- 8.4. In the event Purchaser determines that as a result of Supplier's and/or Sub Supplier's performance a substantial delay is foreseen in delivery of the Products, Purchaser is entitled to, upon notice thereof to Supplier, claim the Products from Supplier by removing the Products or any part thereof from Supplier's and/or Sub Supplier's premises and to complete the manufacture or have the manufacture completed by any means necessary, for Supplier's account and without prejudice to any other rights or remedies Purchaser may have under the Agreement.

**9. Ownership and risk**

- 9.1. Purchaser shall become the owner of the Products as soon as they have been manufactured by Supplier or Sub Supplier in accordance with the Agreement and are ready for inspection or shipment. Supplier shall identify and mark the Products as Purchaser's property and keep them, in a responsible manner, separated from any other materials or goods as present on the premises.
- 9.2. Risk and responsibility attaching to the Products shall pass to Purchaser upon receipt by or on behalf of Purchaser in accordance with these Terms.

## 10. Inspection and testing

- 10.1. Supplier shall carefully and continuously control and test the materials and the manufacturing operations during the production of the Products in order to assure that the Products will comply with the requirements of the Agreement.
- 10.2. Purchaser is entitled to order Supplier to perform or have performed any supplementary tests, verifications and/or checks.
- 10.3. All costs regarding checks, verifications and tests as mentioned above - including but not limited to mechanical, chemical, hydrostatic, X-ray, ultrasonic and laboratory tests - as well as any personal expenses for third party inspectors, such as travel costs, accommodation costs and salaries, plus all the costs of the related reports and certificates, are born by Supplier.
- 10.4. At Purchaser's first request Supplier shall forthwith make all test results and related documents available to Purchaser. Should Supplier have obtained any relevant certifications in the past, these certificates are provided upon first request of Purchaser as well. Should a certain certificate have been obtained by Supplier, Supplier will inform Purchaser or any renewal or cancellation of that certificate as soon as the information thereto becomes available.
- 10.5. Purchaser shall further have the right by itself or by a representative appointed by Purchaser to inspect and test the Products and to ascertain the progress of the Agreements execution at any time during or after the fabrication, manufacturing, construction or assembly of all work relating to the Agreement, either on Supplier's or Sub Suppliers' premises or wherever the Products are located or the work is being executed. Performance or non-performance of any such inspection or check does not relieve Supplier of any obligation or liability under the Agreement and does not deem the Products to be in accordance with the Purchase Order or accepted by Purchaser.
- 10.6. Supplier shall make available, on its own account, to Purchaser or its representative the measurement equipment required to perform the inspection with sufficient accuracy.
- 10.7. The costs of the inspections, tests and checks meant under 10.5 hereof shall in principle be borne by Purchaser, unless Supplier has not complied with its obligations under articles 10.1 and/or 10.2 and/or it appears from such inspections, tests or checks that the Products do not or will not meet the Purchase Order or Agreement requirements, in which cases all costs shall be borne by Supplier.
- 10.8. In order to allow Purchaser to attend tests on any materials or carry out inspections at agreed-upon hold-points, Supplier shall inform Purchaser at least 5 (five) days in advance of the foreseen testing date. Supplier shall clearly indicate which parts or items of equipment are ready for testing and/or inspection.
- 10.9. Unless otherwise agreed upon in writing, inspection of the Products may also take place upon arrival of the Products on the premises to be designated by Purchaser. Such inspection may be in addition to earlier inspections at other locations. Products which are rejected shall be deemed not to have been supplied by Supplier. Returning of rejected Products shall be for the account and risk of Supplier. Purchaser reserves the right to cancel the Agreement in its entirety or in part at no cost to Purchaser in the case of rejection of Products, no matter the grounds of rejection.
- 10.10. If requested, Supplier shall repair rejected Products to the extent this is possible and/or necessary and leave them in free use to Purchaser until Purchaser has received Products in replacement which meet the relevant requirements as set out in the Agreement, upon which the rejected Products can be returned. In this case Purchaser retains all rights and remedies arising from rejection of the Products and/or non-performance of the Agreement by Supplier.
- 10.11. Purchaser is not obliged to test and/or inspect the Products upon receipt and does not waive any rights or remedies by not doing so.
- 10.12. Payment of Products by Purchaser does under no circumstances constitute acceptance of the Products by Purchaser and is under no circumstances a confirmation of performance of the Agreement in accordance therewith.

## 11. Guarantees and indemnification

- 11.1. Supplier warrants that it possesses the skill, experience, knowledge, personnel and facilities necessary to fulfil its obligations under the Agreement. Supplier further warrants that it possesses and performs its activities in compliance with all necessary licenses, intellectual property rights, permits and approvals as required to perform its obligations under the Agreement.
- 11.2. Supplier guarantees that the Products will be new and free from defects and will in all respects meet the requirements specified in the Agreement or in the Purchase Order. Supplier furthermore guarantees that the Products will be and remain to be suitable for the actual purpose for which Purchaser

desires to use the Products, as far as this purpose is or should be known to Supplier.

- 11.3. Supplier hereby warrants that it and the Products shall comply with all relevant laws and regulations.
- 11.4. Upon notification by Purchaser, Supplier shall for its own account and to Purchaser's satisfaction repair all existing and occurring defects of the Products, or remove the defective Products and replace them by non-defective Products, undoing any damage caused by the defective Products, immediately upon receipt of said notification or at a time to be agreed upon by the parties.
- 11.5. If Supplier fails to comply with its obligations set forth under the aforementioned guarantees, Purchaser is, upon notification in writing to Supplier, entitled to carry out the repair and other work or to have it carried out by a third party for Supplier's account, notwithstanding Supplier's obligations under the guarantees, nor to Purchaser's entitlement to damages. Purchaser is in such case entitled to set off the costs of repair and other work against any outstanding order payments without notification thereof to Supplier.
- 11.6. Supplier shall indemnify and hold harmless Purchaser from any claims by third parties, directly or indirectly resulting from the execution of the Agreement.

## 12. Prices and payments

- 12.1. Supplier shall execute the Purchase Order and Agreement against the price or prices mentioned therein.
- 12.2. The price for the Products shall be as set out in the Agreement, which price includes all shipment preparation and packaging costs but excludes VAT, sales tax or equivalent unless set out in a breakdown of the price and agreed upon in prior writing by Purchaser.
- 12.3. Invoices shall comply with all instructions and requirements as specified by Purchaser.
- 12.4. The payment term is 90 days from receipt of invoice. Where the day determined for payment is not a day on which the banks are open for general business (as determined in the country in which the Purchaser is located), then the day for payment shall be the first normal working day after said day.
- 12.5. Amounts which Purchaser or any of its affiliated companies owes to Supplier or any of its affiliated companies can always be set off or deducted by Purchaser against amounts which Purchaser or any of its affiliated companies owes to Supplier or any of its affiliated companies.

## 13. Confidentiality

- 13.1. Supplier ensures that all information received from Purchaser that is known or should reasonably be known to be confidential, is kept secret during the term of the Agreement. Supplier hereby obliges to only use this information for the purpose for which it has been provided. Information shall be regarded as confidential in case one of the parties explicitly marks the information as such.
- 13.2. During the term of the Agreement and for two years following the termination thereof, irrespective of the grounds of termination, Supplier shall only engage or otherwise employ, directly or indirectly, members of the staff of Purchaser who are or were previously involved in the execution of the Agreement after obtaining the prior written consent of Purchaser.

## 14. Liability

- 14.1. The total liability for Purchaser for direct damage or loss, for any reason whatsoever, shall under no circumstances exceed €100.000.-. The liability of Purchaser 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 Purchaser for any form of indirect damage is hereby expressed excluded.
- 14.2. Supplier shall be liable, without any notice of default being required, for any loss or damage incurred by Purchaser due to non-performance on the part of Supplier and/or Sub Supplier, including but not limited to consequential damages and the costs in connection with inspection, location of defects, repair, replacements and retesting of the Products as well as the full costs of obtaining satisfaction in and out of Court, including any amounts of litigation costs not awarded by the Court.
- 14.3. The Supplier is an independent contractor engaged by the Purchaser to supply the Products. Nothing in the Agreement shall make the Supplier the legal representative or agent of the Purchaser nor shall the Supplier have the right to or authority to assume to act on behalf of the Purchaser.

## 15. Force majeure

- 15.1. The Parties shall in any case not be allowed to invoke force majeure in case of:
  - 15.1.1. delay in the supply of products and/or services by third parties;
  - 15.1.2. a shortage of raw materials;
  - 15.1.3. price increase and/or scarcity of raw materials and/or services required for the production process;
  - 15.1.4. strikes.

## 16. Intellectual property rights

- 16.1. Each party shall remain the owner of all intellectual property rights owned by it before the start of the Agreement or created outside of the scope of the Agreement ("Background IP"). The Purchaser shall become and / or remain the owner of the intellectual property rights, whether existing or future, relating to or created in the course of the Supplier's performance of its obligations under the Agreement. As such, Supplier shall assign and shall procure that all third parties, including possible Sub Suppliers, assign to the Purchaser the intellectual property rights in the delivered Products, including any possible customisations to the Products. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that third parties, such as possible Sub Suppliers, grant to Purchaser a world-wide, perpetual, irrevocable, assignable, royalty-free license to use, reproduce, exploit, modify, alter or integrate the Products without restriction, unless otherwise agreed upon in prior writing by the parties.
- 16.2. The Supplier shall permit the use of its Background IP, to the extent reasonably necessary in order for Purchaser to make use of the Products as intended by Purchaser.
- 16.3. Supplier shall indemnify and hold harmless Purchaser and its affiliated companies and their respective personnel against any and all liability loss or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright or trademark or any other intellectual property right, foreign or domestic, resulting from the use or resale of the Products.

## 17. Term and Termination

- 17.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfillment of relevant volumes specified in any part of the Agreement.
- 17.2. Purchaser shall be entitled, without prejudice to any of Purchaser's indemnification claims and without further notice of default, to terminate the Purchase Order and any and all Agreements with Supplier in whole or in part, and where necessary to return Products already delivered and to transfer to Supplier the related property rights, in the event that:
  - 17.2.1. Supplier's bankruptcy having been applied for, and/or
  - 17.2.2. Supplier having filed an application for a moratorium on payments or for a debt rescheduling arrangement under the Act on Debt Rescheduling for Natural Persons ("Wet Schuldsanering Natuurlijke Personen"),
  - 17.2.3. Supplier fails in the performance of its contractual obligations, including in any case non-compliance with the Agreement, these Terms or the Purchase Order;
  - 17.2.4. Purchaser has valid reasons to assume that Supplier will fail in the performance of its contractual obligations, including in any case the Agreement, these Terms and the Purchase Order, and Supplier, even after a request of Purchaser thereto, has not offered adequate security for adequate performance;
- 17.3. In the event of termination as specified in this article, Purchaser shall pay to Supplier such a sum, as to be determined by Purchaser, as shall reasonably compensate Supplier for work already done and obligations already assumed vis-à-vis non-affiliated third parties involved in the performance of the Agreement(s). If any Products to be returned have already been paid for by Purchaser, the amount paid shall be deducted from said compensation.

## 18. Applicable law and disputes

- 18.1. The Agreement and Purchase Order shall exclusively be governed by the laws of The Netherlands. The applicability of the United Nations 'Convention on Contracts for the International Sale of Goods' 1980, is hereby expressly rejected.
- 18.2. All disputes arising between Supplier and Purchaser in connection with the Agreement between the parties shall, be submitted to the competent Court in Maastricht (The Netherlands).