

General terms and conditions of B.V. Ponnoplastic in Hoevelaken,
filed with the Chamber of Commerce under number: 31047074

Article 1

General

1.1. These general terms and conditions apply to all our offers and agreements, to the exclusion of any terms and conditions that the buyer has set or may have declared applicable, regardless of whether they have been expressly and in writing accepted by us.

1.2. The buyer acknowledges and agrees that these general terms and conditions will form part of subsequent offers and/or agreements, even if no express reference is made to them.

1.3. Any deviations from these general terms and conditions will only apply if and to the extent that we have agreed to this in writing and exclusively for the relevant offers and/or agreement.

Article 2

Offers

2.1. All our offers are non-binding and may be withdrawn or modified unless we have confirmed the buyer's acceptance in writing. An agreement will only be concluded when we have confirmed an order in writing or have started its execution.

2.2. The scope of the agreement does not extend beyond the deliveries and/or work expressly described in the offer or order confirmation. In the event of a conflict, the order confirmation shall prevail. Any verbal commitments may only be invoked if they are evident from the written order confirmation or any other written document forming part of the agreement.

2.3. Changes to the execution of an order are only possible if notified to us in a timely manner and accepted by us in writing, in which case the buyer shall be responsible for any associated costs and/or damages. In the event of a change to the order, we are no longer bound by the agreed prices and/or delivery times.

Article 3

Prices

3.1. All prices quoted by us are exclusive of VAT and other charges, taxes, and costs in connection with the agreement and its execution.

3.2. Prices are calculated based on EXW (Ex Works) our warehouse in the Netherlands, unless otherwise agreed in writing.

3.3. Any packaging other than our standard packaging will be invoiced at cost price.

3.4. All prices are based on one or more cost price components prevailing at the time the agreement is concluded, including purchase prices of raw materials and (semi-)finished products, freight rates, exchange rates, import duties, taxes, and other levies and/or charges. If, after the date the agreement is concluded, one or more cost price components increase, we are entitled to adjust the agreed price accordingly.

Article 4

Delivery

4.1. Unless otherwise agreed in writing, agreed delivery times are never intended to be final. Specified delivery times never commence until after written order confirmation. If there is a risk of exceeding the delivery time, we will consult with the buyer. Under no circumstances does exceeding the specified delivery time entitle the buyer to compensation, nor to suspension and/or termination of the agreement, unless such exceeding is the result of our intent or gross negligence, not including intent or gross negligence of management personnel or others for whom we may be liable under the law.

4.2. Should, nevertheless, the exceeding of any delivery time be such that the buyer no longer has an interest in the delivery, the buyer has the right to cancel the agreement without either party being entitled to any compensation for costs and/or damages.

4.3. We are authorized to deliver an order in parts, in which case the buyer must pay a proportional part of the amount due upon (full) delivery.

4.4. Delays in the execution of an agreement due to circumstances on the buyer's side do not release them from payment within the agreed term(s).

Article 5

Payments

5.1. Unless otherwise agreed, payment must be made no later than 30 days after the invoice date or earlier delivery, without discount or offset.

5.2. The interest is equal to the then applicable statutory commercial interest rate (wettelijke handelsrente) pursuant to Article 6:119a of the Dutch Civil Code.

5.3. Furthermore, all extrajudicial collection costs will be borne by the buyer. These costs are set at at least 15% of the principal amount owed by the buyer.

5.4. Late payment by the buyer suspends our obligations, without any notice being required.

5.5. If the buyer remains in default of timely payment after a reminder, we are entitled to terminate the agreement in whole or in part, without prejudice to our further claims relating to the default.

5.6. All amounts owed by the buyer to us are immediately due and payable upon the buyer's decease, placement under guardianship, entry into liquidation, declaration of bankruptcy, grant of a provisional suspension of payments, or subjection to attachment.

Article 6

Complaints

6.1. Complaints regarding any incorrect shipments, shortages (manco's), and other observable defects or deficiencies must be reported to us in writing immediately, but no later than eight days after delivery. Failure to report on time will result in complaints no longer being processed. The same applies to complaints concerning delivery deficiencies that are not reported no later than eight days after the buyer reasonably should have discovered them.

6.2. Return shipments will only be accepted after our written consent. We are not obliged to return goods sent back to us without consent to the buyer, unless against reimbursement of all associated costs.

6.3. If a complaint is justified, the buyer is only entitled to repair or replacement of the delivered goods, at our discretion.

6.4. Any right to complain lapses if the delivered goods have been wholly or partially taken into use or given for use, or otherwise are no longer in the place or condition of delivery.

6.5. Complaints regarding electrical equipment are only justified if the equipment has been handled according to the instructions and properly, without damaging it. If the equipment is already damaged upon removal from the packaging, the buyer must report this in writing within eight days.

6.6. We are never liable for damages with respect to complaints about defects as referred to in this article.

Article 7

Warranty

7.1. With regard to products supplied by us that we have sourced from third parties, we are held to no more than mediation or execution of the relevant factory warranty provisions.

7.2. If the delivered goods show defects, other than those referred to in Article 6, within twelve months after delivery, we will repair these or replace the delivered goods, at our discretion. Should repair or replacement, in our opinion, not be possible or too burdensome, we are entitled to suffice with the return of the delivered goods against repayment of the price paid by the buyer, excluding the costs for transport and any assembly. In all cases, the buyer cannot make any further claims against us.

7.3. Warranty can only apply if and insofar as it appears that the delivered goods did not conform to the agreement.

7.4. Defects that have arisen due to normal wear and tear, external influences, incorrect use, and failure to observe operating and maintenance instructions are not covered by the warranty. Changes or repairs that have not been carried out by us will result in the forfeiture of any claim to warranty.

7.5. Any warranty only applies if the buyer has fully met all his obligations towards us. If the buyer remains in default with his payment obligation after a demand, any claim to warranty lapses.

Article 8

Force Majeure

8.1. In case of non-performance by us of any obligation as a result of Force Majeure, we are entitled to declare the agreement wholly or partially dissolved (terminated). This also applies in case of temporary Force Majeure, if, in our opinion, an unaltered execution of the agreement is no longer possible or is burdensome for us.

8.2. In case of Force Majeure or a dissolution of the agreement as mentioned above, neither party shall have any claim for damages against the other, without prejudice to the obligation to undo performances already received in execution of (the dissolved part of) the agreement.

8.3. Circumstances understood to constitute Force Majeure include, among others: war, civil commotion (molest), fire, strike, theft, stagnation in the delivery of products and/or services by third parties, business disruptions, and other circumstances beyond our control, whereby an unaltered whole or partial performance becomes difficult or burdensome for us.

Article 9

Liability

9.1. Our liability for failure to perform an agreement shall be limited to the amount that we have charged or can charge the buyer in respect of that agreement. Any further liability is expressly excluded, unless mandatory law dictates otherwise. This limitation does not apply in the event of willful misconduct or gross negligence on the part of Ponnoplastic or its management personnel.

9.2. We accept no liability whatsoever for business interruption damage or other consequential damage, of any nature whatsoever.

9.3. If the buyer resells the delivered goods to a third party in any way, whether or not as part of another item, this is done entirely for the account and risk of the buyer, who must indemnify us against all possible third-party claims.

Article 10

Retention of Title

10.1. The ownership of the goods delivered by us shall only transfer to the buyer if and when the buyer has fully paid us the invoices related to the delivery, as well as any previous or later invoices.

10.2. As long as this retention of title applies, the buyer is only permitted to sell the goods delivered by us to third parties within the framework of normal business operations. The buyer is not entitled to establish a right of pledge or any other limited right, on any ground whatsoever, on these goods.

10.3. The buyer is obliged to inform us immediately in writing of facts or circumstances that threaten to impede normal business operations. In such circumstances, we are entitled to declare the agreement dissolved with immediate effect and to recall the delivered goods against crediting the value thereof, without prejudice to our further rights. The buyer grants us permission for this now for then, insofar as necessary. The same applies if the buyer should be in default with payment.

Article 11

Designs and Related Rights

11.1. All designs, drawings, models, and moulds produced by or for us shall remain our property and may not be wholly or partially reproduced, disclosed, edited, processed, sold, leased, or assigned to third parties for use without our written consent. This applies to all rights associated with the designs, drawings, models, and moulds. Even if the buyer has (partially) contributed to the costs of development or production, all intellectual property rights shall remain with Ponnoplastic.

11.2. In the event of any difference between designs, drawings, models, and/or moulds provided to us by a buyer, on the one hand, and the written order confirmation, on the other hand, the latter shall prevail.

Article 12

Termination

12.1. Without prejudice to what is stipulated in the law and these conditions, in the event of a dissolution of the agreement due to a shortcoming of the buyer or any other cause attributable to the buyer, we are also entitled to dissolve or terminate all other agreements between us and the buyer with immediate effect by a single written notification, without the buyer being able to assert any claim for compensation against us in this regard, and without prejudice to our further rights.

12.2. Furthermore, we are entitled to suspend our obligations if, in our opinion, there is a justified fear that the buyer's performance of its obligations is insufficiently guaranteed. The buyer must then provide adequate security. Unless the buyer provides sufficient security upon first request and to our satisfaction within a period specified by us, we are furthermore entitled to declare the agreement dissolved, without prejudice to our further claims.

Article 13

Insurance

13.1. Moulds belonging to the buyer must be insured by the buyer. We are not insured for moulds and/or goods belonging to the buyer or third parties. The buyer can never seek recourse from us in case of any calamity (e.g., fire).

Article 14

Disputes and Applicable Law

14.1. All disputes between us and a buyer or contracting party will be adjudicated by the competent court according to the ordinary rules, with the understanding that the court in our principal place of business shall also have jurisdiction.

14.2. All agreements between us and the buyer or any counterparty are exclusively governed by Dutch law.

14.3. These general terms and conditions have been filed in Dutch with the Chamber of Commerce under number 31047074.