

## GENERAL TERMS AND CONDITIONS OF BRIDGE POLYMERS (version 2019)

### 1. General provisions

- 1.1. In these General Terms and Conditions, the following definitions apply:
- **Purchaser:** a natural person or legal entity who concludes an Agreement with the Vendor concerning Products;
  - **Purchase Order:** a written or verbal order by the Purchaser to purchase Products;
  - **Agreement:** the purchase agreement between the Vendor and the Purchaser, which is concluded following a Purchase Order from the Purchaser and confirmation thereof by the Vendor through an Order Confirmation;
  - **Order Confirmation:** a written confirmation from the Vendor to the Purchaser through which the Agreement is concluded;
  - **Products:** the goods offered by the Vendor;
  - **Vendor:** Bridge Polymers The Netherlands B.V. (Chamber of Commerce number: 57319332) and/or any other legal entity within the same group, acting under the name of "Bridge Polymers".
- 1.2. Any deviations from the provisions in the General Terms and Conditions only refer to the Agreement concerned and shall only apply if agreed in writing with the management of the Vendor.
- 1.3. If one or more of the provisions of these General Terms and Conditions is/are null and void or declared null and void in whole or in part, the remaining provisions shall remain in force. The Vendor shall replace the provision concerned by an enforceable and practicable provision which, given its purpose and purport, shall approximate the original provision as much as possible.
- 1.4. In the event of incompatibility between the Agreement and these General Terms and Conditions, the provisions of the Agreement shall prevail.
- 1.5. In the event of incompatibility between the Dutch version of the General Terms and Conditions and a translation thereof, the Dutch version of the General Terms and Conditions shall prevail.

### 2. Conclusion of an agreement

- 2.1. All offers made by the Vendor are without obligation. All information and appendices provided by the Vendor are for information purposes only and shall not be binding upon the Vendor.
- 2.2. The Purchaser shall send a Purchase Order to the Vendor containing at least the following information:
- the Products, including numbers/quantities;
  - the delivery address; and
  - invoice information, name and address.
- 2.3. If the Vendor accepts the Purchase Order, it shall send an Order Confirmation to the Purchaser, after which binding agreement has been reached in accordance with the contents of the Order Confirmation and the Agreement has been concluded.

### 3. Products - quality and quantity

- 3.1. Unless otherwise agreed in writing, the Products are non-prime goods (also referred to as *NT Ware*, *NTP*, *near to prime*, *broad prime* or *off-spec goods*). This is characterised (inter alia) by the fact that the Products (a) are not - or cannot be - homogeneous, (b) (may) contain contamination and/or (c) (may) deviate significantly in terms of nature, composition, quantity or other values (such as MFI value) from the specifications in the Order Confirmation, product information provided by the Vendor and/or the Purchaser's expectations. Relying on any non-compliance of the Products with the Agreement for that reason shall therefore be out of the question.
- 3.2. If, after the Products have been made available yet before delivery, the Vendor informs the Purchaser of a deviating nature, composition, quantity and/or other value(s) of the Products without being held to do so, Article 3.1 of these General Terms and Conditions shall remain in full force; any arrangements made by the Vendor concerning the amendment or cancellation of the Agreement within that scope shall be made as a token of goodwill only, subject to conditions to be set by the Vendor.
- 3.3. The CMR, weigh note or measurement certificate submitted by the Vendor shall be conclusive in determining the quantity of Products delivered. The Purchaser is at all times entitled to attend or to be represented during the measurement or weighing in order to exert control over it.
- 3.4. With respect to all quantities and weights, the Vendor reserves the right,

in addition to and without prejudice to the provisions of Article 3.1 of these General Terms and Conditions, to apply the tolerances which are common practice within the business sector.

### 4. Prices

- 4.1. The prices specified by the Vendor are in euros and exclusive of VAT and other government levies, unless explicitly stated otherwise.
- 4.2. If the costs of execution of the Agreement increase after conclusion of the Agreement, for example as a result of a rise of material prices, the cost of labour, changes in exchange rates, taxes and social security contributions or other changes in the tax regime, any statutory authority or obligation or other reasons that could not have been foreseen upon conclusion of the Agreement, the Vendor shall be entitled to adjust the price, without the Purchaser being entitled to dissolve the Agreement.

### 5. Payment terms

- 5.1. The Vendor applies a term of payment of 14 (fourteen) days after the date of invoice. This term of payment is a final date.
- 5.2. The Vendor shall at all times be entitled to demand (full or partial) prepayment or otherwise to demand personal or collateral security, which the Purchaser must provide upon first request.
- 5.3. If the Purchaser fails to pay the invoice in time, the Purchaser shall be in default by operation of law without requiring any further notice of default. The Purchaser shall then owe an interest of 1.5% per month.
- 5.4. If the Purchaser fails to pay the invoice in time and/or in full, the Purchaser shall also owe all factual internal and/or external extrajudicial collection costs, with a minimum of 15% of the outstanding amount.
- 5.5. Settlement or suspension by the Purchaser of payment obligations towards the Vendor, however named and/or on whatever ground, is excluded.

### 6. Packaging

- 6.1. Packaging may be the property of third parties. The Purchaser shall at all times respect any rights of such third parties. The Purchaser is liable for any and all loss of value and/or damage resulting from the Purchaser's use of the packaging.
- 6.2. If packaging is made available by third parties for deliveries by the Vendor to the Purchaser, the packaging conditions of such third parties shall apply to the packaging, which the Purchaser shall respect. These General Terms and Conditions shall remain in full force.

### 7. Delivery, transport and risk

- 7.1. The specified delivery dates are target dates, are at all times considered approximate dates and must never be considered as final dates.
- 7.2. In the event of a delay in the specified delivery time, the Vendor must be given notice of default in writing as well as a reasonable period of at least four (4) weeks in order to comply with its obligations after all.
- 7.3. Unless otherwise agreed, transport shall take place on a CPT basis in accordance with Incoterms 2010. Transport shall take place at the expense of the Vendor, whilst the risk of the Products is transferred to the Purchaser at the moment when the Vendor offers them to the (first) carrier.
- 7.4. The Purchaser is held to accept delivery of the Products at the moment when these are made available to the Purchaser. Suspension of the purchase of the Products by the Purchaser is out of the question. If the Purchaser does not accept delivery of the Products (or does not accept delivery in time), the Products shall be stored at the expense of the Purchaser, without prejudice to the Vendor's other rights.

### 8. Complaints

- 8.1. The Purchaser shall be held to inspect the Products (or have the Products inspected) at the moment when the Products are made available to the Purchaser. In doing so, the Purchaser must investigate whether the quality and/or quantity of the Products corresponds to what has been agreed (with due observance of the provisions of article 3.1). Within eight (8) days of the delivery date (as specified in the CMR), the Purchaser must inform the Vendor in writing of any complaints regarding not clearly visible shortages, damage or other defects, for lack of which all entitlements of the Purchaser to a warranty or compensation shall lapse.

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8.2. The Purchaser's claiming on clearly visible shortages, damage or other visible defects in the delivered goods cannot be brought against the Vendor if the Purchaser has not noted those shortages and/or damage and/or defects in the delivery note or the transport document, or if the forwarder has not had an official report drawn up of those shortages and/or damage and/or defects. Such a challenge cannot be brought against the Vendor if the Purchaser has not notified the Vendor thereof in writing within twenty-four (24) hours of the delivery date (as specified in the CMR). This means that the Purchaser must inspect the Products immediately after delivery on visible shortcomings, damage or other clearly visible defects, for lack of which all entitlements of the Purchaser to a warranty or compensation shall lapse.

### 9. Warranties

- 9.1. *Non-prime Products*: no warranties are given on the Products as referred to in article 3.1 of these General Terms and Conditions.
- 9.2. *Prime Products*: the Vendor warrants that the Products, if and insofar as they are prime products, shall comply with the product specifications specified in the Order Confirmation, it being understood that the deviations determined in advance by the producer shall be considered permissible on a one-to-one basis.
- 9.3. Any claim under the warranty shall lapse - in any event - if the Products have been processed and/or mixed in whatever way by a party other than the Vendor.
- 9.4. If the Purchaser is entitled to a legitimate claim under the warranty (at the Vendor's discretion), the Vendor shall, at its discretion, either (i) recall the delivered Products and replace them with other Products or (ii) recall the delivered Products and refund the purchase price to the Purchaser, provided that the Products are still in their original / unprocessed / undamaged condition.
- 9.5. As long as the Purchaser fails to fulfil its obligations under the Agreement, the Purchaser cannot rely on this warranty provision.

### 10. Liability

- 10.1. The Purchaser shall at all times bear the risk and be liable for the consequences of the use of the Products, irrespective of whether they are used individually or in combination with other goods.
- 10.2. The Vendor is not liable for any damage caused by a shortcoming on the part of the Vendor, unless the damage is caused by wilful intent or conduct nearly as bad as deliberate recklessness on the part of the Vendor.
- 10.3. If and insofar as the Vendor is liable, the Vendor shall not be liable for consequential damage, including but not limited to damage caused by stagnation and loss of profit, cover purchase (*dekkingskoop*), damage due to business interruption, loss of contract, et cetera.
- 10.4. In addition, if and insofar as the Vendor is liable, compensation for the damage shall be limited to the corresponding invoice amount, which is at all times limited to a maximum amount of € 25,000 (twenty-five thousand euros).
- 10.5. The Purchaser's claims (for warranty, performance, compensation or otherwise) shall in any event lapse six (6) months after delivery of the Products, unless the Purchaser has complained in time and in a correct manner in accordance with Article 8 of these General Terms and Conditions and legal proceedings have been initiated in the Netherlands (in accordance with Article 15.2 of these General Terms and Conditions) in this matter.

### 11. Reservation of title

- 11.1. The Products shall remain the property of the Vendor until the Purchaser has paid the price as well as any other receivable of the Vendor within the meaning of Section 3:92(2) Dutch Civil Code (or similar legal concept in another legal system).
- 11.2. The goods delivered by the Vendor may not be resold, processed or mixed, if and insofar as they are subject to retention of title, and may never be used as a means of payment. The Purchaser is not authorised to pledge or otherwise encumber the goods falling under the retention of title.

11.3. If the Vendor wishes to exercise the property rights referred to in this article, the Purchaser herewith gives its unconditional and irrevocable consent to the Vendor - or third parties to be appointed by the Vendor - to enter all locations where the Vendor's property is located and to retrieve those goods, on pain of a penalty of ten (10) % of the price of the Products for each day or part of a day that the infringement continues, without requiring any notice of default.

11.4. If the Vendor cannot rely on its retention of title because the delivered Products have nevertheless been mixed or formed, the Purchaser shall be held to pledge the newly formed goods to the Vendor upon first request. The Purchaser undertakes to cooperate fully towards establishment of the right of pledge.

### 12. Force majeure

- 12.1. If the Vendor is unable to fulfil its obligations under the Agreement due to force majeure, the Vendor shall be entitled to suspend its obligations under the Agreement for as long as the force majeure continues and/or shall be entitled to unilaterally suspend the Agreement without being liable to pay any compensation to the Purchaser.
- 12.2. Force majeure within the meaning of Article 12.1 includes but is not limited to: war, threat of war, mobilisation, riots, siege, strikes, accident or illness (of staff), epidemics, power outages, unforeseen ICT problems, fire, business interruption, downsizing, changes to or cancellation of production, lack of packaging material, transport stagnation, import restrictions or other restrictions imposed by the authorities, if non-prime Products deviate from the specifications given by the Vendor and all other external causes beyond the control of the Vendor as a result of which the Vendor is unable to fulfil its (alleged) obligations, such as, for example, late, incomplete, lack of or deviating delivery of Products by third parties to the Vendor.

### 13. Suspension and termination

- 13.1. The Vendor shall be entitled to dissolve the Agreement in the following cases, without requiring any notice of default, without requiring any judicial intervention and without compelling the Vendor to pay any compensation:
  - (i) The Purchaser is in default of proper fulfilment of its obligations towards the Vendor, in which case the Vendor's claims against the Purchaser shall be immediately due and payable;
  - (ii) In the event of bankruptcy, (a petition for) a (preliminary) administration order, business discontinuation and/or liquidation (or a comparable event) of the Purchaser, in the event of attachment, or if the Purchaser otherwise loses its free control over (part of) its assets.
- 13.2. The Vendor is entitled to suspend its performance if the Purchaser fails to fulfil one or more of its obligations towards the Vendor or if the Vendor has valid grounds to fear that the Purchaser shall not fulfil its obligations.

### 14. Privacy

In the performance of the Agreement, the Vendor shall comply with all applicable legislation concerning the protection of personal data. The Purchaser consents to the processing of such data if and insofar as necessary.

### 15. Applicable law and jurisdiction clause

- 15.1. All legal relationships between the Vendor and the Purchaser are exclusively governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is precluded.
- 15.2. Except where the law prescribes otherwise, all and any disputes that may arise between the Vendor and the Purchaser shall be brought before the court having jurisdiction in the court district of Oost-Brabant (the Netherlands) or, at the Vendor's discretion, by the court having jurisdiction in the country of the Purchaser.