

## Rubber Europe

### 1. DEFINITIONS AND GENERAL

- 1.1 Definitions of terms used in these general terms and conditions of sale ('General Conditions'):
  - a) DPRA: Dutch Plastic and Rubber Association, as well as all DPRA member companies based in the Netherlands.
  - b) Supplier: a contractor/seller that is a member of the DPRA.
  - c) Buyer: the legal or natural person with whom the Supplier has concluded or wishes to conclude a contract.
  - d) Goods: all products and/or services and/or works supplied or to be supplied by the Supplier.
  - e) Order: the order to deliver the Goods requested by the Buyer.
  - f) Contract: the written arrangements between the Supplier and the Buyer for the order or delivery of goods.
  - g) In writing: by (registered) letter, bailiff's summons and communication by electronic means, such as email.
- 1.2 Any deviation from these General Conditions or any part hereof is only binding if agreed in writing.
- 1.3 If any provision in these General Conditions is void or is revoked by court order, this shall not affect the effect of the other provisions, and the Supplier shall then be entitled to replace that provision by a provision that approximates as closely as possible in intention without being void or voidable.
- 1.4 In the event of a textual difference in meaning between the various language versions of these General Conditions, the Dutch text shall be binding.
- 1.5 The copyright of these General Conditions is held by the DPRA in Amsterdam. These General Conditions may not be reproduced and/or disclosed in whole or in part in any manner whatsoever without the prior written consent of DPRA, except for personal use.
- 1.6 These General Conditions apply to all contracts between the Supplier and the Buyer, as well as to all offers/quotes made by the Supplier. Once a contract has been concluded under these General Conditions, these General Conditions will also apply in full to any later contract.

### 2. OFFERS AND CONTRACTS

- 2.1 All offers issued by the Supplier are without obligation, unless the offer expressly indicates otherwise.
- 2.2 There is no binding contract until an offer has been accepted in writing by the Supplier or as soon as the Supplier has commenced executing the order placed by the Buyer. For sales from (warehouse) stock, the invoice may replace the written acceptance/order confirmation.
- 2.3 Any additional contracts or amendments made at a later date, as well as promises, will not be binding upon the Supplier unless they have been confirmed in writing by the Supplier.
- 2.4 The Supplier reserves the right to refuse all or any part of the order in situations including, but not limited to, the following:
  - a) the Buyer fails to pay invoices for previous deliveries on time or at all;
  - b) the ordered Goods are out of stock;
  - c) the ordered Goods ordered are not available;
  - d) the Buyer's creditworthiness deteriorates;
  - e) the Supplier can reasonably infer from other circumstances that the Buyer will fail to comply with one or more of its obligations;
  - f) the information provided by the Buyer is incorrect or incomplete.
- 2.5 The Supplier may rely on the accuracy of the Buyer's order, and the specifications stated therein. Notwithstanding Book 7 Article 754 of the Dutch Civil Code, the Supplier is not obliged to warn the Buyer about (possible) inaccuracies in the order, unless the Buyer can prove that the Supplier had knowledge of the inaccuracies in the order.

### 3. PRICES

- 3.1 The price offered applies only to the specific order and the quantities offered therein and are exclusive of VAT, transport costs, packaging, packaging materials, import and export duties, station, security, clearance, insurance costs, sales tax and any other levies, unless otherwise agreed in writing.
- 3.2 If there are any foreseen and unforeseen cost-increasing circumstances attributable to the Buyer, the Supplier shall be entitled to charge these costs to the Buyer, at the Supplier's discretion.
- 3.3 If the Buyer modifies the order and as a result the price is higher, the Supplier does not have to point this out to the Buyer, in deviation from Book 7 Article 764 of the Dutch Civil Code.
- 3.4 The Supplier is entitled to increase prices by increases occurring before the day of delivery, for example: purchase prices/ factory prices of suppliers, wages, labour costs, freight, materials, social charges, foreign currency settlement and transport costs, raw materials, tax. Deviations from the agreed price (in the specifications) or a set item up to a maximum

of 15% are considered reasonable, unless the Buyer can prove that increasing the agreed price is not reasonable. In the event of a price increase, the Supplier shall not be liable to pay compensation to the Buyer.

- 3.5 The prices offered may be indexed annually by the Supplier, whereby the Supplier shall take into account the price increase as described in section 2 of this article and the applicable price index figure of Statistics Netherlands.

### 4. DELIVERY AND DEADLINES

- 4.1 The Goods ordered by the Buyer shall be deemed delivered when:
  - a) the Supplier has notified that the Goods are ready for delivery and the Buyer does not inform the Supplier in writing within 3 working days whether or not he accepts the work;
  - b) the Buyer has taken delivery of the Goods;
  - c) the Buyer has started to use the Goods.
- 4.2 Unless expressly agreed otherwise in writing, delivery from the Supplier to the Buyer shall always take place in accordance with the Incoterm Ex Works (location Supplier (or location in the Netherlands where the goods are loaded by order of Supplier)) as referred to in Incoterms version 2020 of the International Chamber of Commerce (ICC).
- 4.3 The delivery and transfer of the risk of the Goods (loss, theft and damage) in the event of Ex Works delivery shall take place to the Buyer by making the Goods available from the Supplier to the Buyer or to the first carrier from the Supplier's location (factory) in the Netherlands.
- 4.4 If delivery takes place in accordance with the Incoterm Delivered At Place ('DAP'), the Goods shall be transported at the expense and risk of the Supplier. In all other cases, the Goods shall be transported at the expense and risk of the Buyer.
- 4.5 Delivery and transfer of the risk of the Goods (loss, theft and damage) upon delivery DAP, shall be to the Buyer if the Supplier delivers at the agreed place of destination.
- 4.6 On delivery DAP, the Supplier shall transport the Goods to where the vehicle can pass on public roads. The Supplier is not obliged to transport the Goods to the site/branch address of the Buyer, unless explicitly agreed otherwise. The Buyer must take delivery of the Goods there and unload them immediately.
- 4.7 The delivery times stated by Supplier are always approximate and therefore do not constitute deadlines.
- 4.8 If the Buyer refuses to take delivery or is negligent in providing information or instructions necessary for delivery, the Supplier may choose either to take back and store the Goods at the Buyer's expense and risk, or take them back and resell them to third parties. In either case, the Supplier may charge the Buyer for the costs already incurred, including the full costs of the relevant insurance and (extra) transport costs, or at least a compensation of 15% of the total invoice value of the returned Goods including VAT.
- 4.9 The Supplier reserves the right to deliver Goods in parts. Also in deviation of article 73 of the Vienna Sales Convention, each delivery shall be considered a separate Contract and the Supplier shall be entitled to invoice that delivery separately.
- 4.10 Deliveries of more or less than the agreed number of Goods are allowed with a percentage of 10%. The quantity delivered that is less or more will be charged or settled respectively. In addition, a tolerance and deviation of +5° or -5° shore with respect to the agreed shore hardness, is permissible.
- 4.11 The Buyer shall ensure that all work to be performed by third parties in connection with the Contract shall be performed in a timely and correct manner, and that all facilities and materials shall be ready and delivered in a timely manner, so that the Supplier can execute the order/ deliver Goods without delay. If the Buyer fails to meet these obligations and this causes a delay, the term of delivery shall be extended proportionately and any resulting loss for the Supplier, shall be borne by the Buyer. Moreover, the term of payment for the Buyer shall then remain unchanged, even if all or part of the Goods have not yet been delivered.
- 4.12 The execution of the order shall take place under the Supplier's direction and exclusively according to its instructions. The Supplier may, without seeking permission from the Buyer, engage third parties to carry out the order.

### 5. PACKAGING

- 5.1 The packaging issued by the Supplier is deemed to have been received by the Buyer, subject to proof to the contrary by the Buyer, in good condition and in the numbers specified by the Supplier. The Supplier shall at all times remain the owner of the packaging it provides.

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- 5.2 Packaging that can be used several times shall be returned by the Buyer in a clean, good and undamaged condition in a manner to be indicated by the Supplier.
- 5.3 If the Buyer does not deliver packaging in accordance with section 2 of this article, the Supplier is entitled to charge the Buyer the market value and/or a reasonable deposit fee for the packaging and the Buyer must pay these costs to the Supplier within 14 days after being required to do so. If the Buyer does not comply with the said payment term, it shall be in default by operation of law and without further notice of default.
- 5.4 If the Buyer does not supply packaging in accordance with section 2 and the Supplier has already charged the Buyer for the packaging, the Supplier is not obliged to credit the packaging.

### 6. PAYMENT

- 6.1 The payment term is 14 days from the invoice date, unless expressly agreed otherwise in writing. The payment term is a deadline. If it is exceeded, the Buyer shall be in default immediately and by operation of law, i.e. without notice of default being required.
- 6.2 From the moment of default, the Buyer owes:
- interest of 1.5% per month on the total outstanding amount. A part of a calendar month is considered a whole calendar month;
  - extrajudicial collection costs, which are set at a minimum of 15% of the amount due including VAT, or € 500.00 excluding VAT, whichever is more, without prejudice to the Supplier's right to compensation under the law;
  - all judicial costs incurred by the Supplier in order to enforce compliance with the Buyer's obligations. Judicial costs also include the costs of filing for bankruptcy as a means of collection.
- 6.3 The Buyer is not allowed to suspend or set off its (payment) obligations in full or in part, even if it has made a complaint.
- 6.4 Payments made by the Buyer shall always first be applied to reduce the costs due, then the interest and after that the invoices that have been outstanding the longest, irrespective of the payment reference stated by the Buyer at the time of payment.
- 6.5 All claims of the Supplier are immediately due and payable and the Buyer is immediately in default in cases including, but not limited to, the following:
- the Buyer breaches any of its obligations under any contract with the Supplier, related contract, or prior or subsequent contract, in time or properly;
  - the Buyer has filed or intends to file an application for, or has been granted, a moratorium;
  - A petition for bankruptcy is filed by the Buyer or against the Buyer, the Buyer or a third party intends to file a petition for bankruptcy or in the event the Buyer is declared bankrupt or the Buyer encounters insolvency proceedings;
  - The Supplier otherwise has reasonable doubt as to the Buyer's ability to pay as a result of which the Buyer cannot meet its obligations;
  - The Buyer has applied for a Natural Persons Debt Rescheduling Act (WSNP) or is declared applicable to the Buyer or any form of debt rescheduling is proposed;
  - An attachment (conservatory or executory) is levied by a third party against the Buyer;
  - the Buyer's business is dissolved and liquidated;
  - After cessation or transfer of its business by the Buyer;
  - Collateral security provided has been extinguished or reduced in value.
- 6.6 In the event of default and in the cases including, but not limited to subsections a to l of section 5, above, the Supplier shall be entitled to suspend the delivery of (as well as the production or processing of) Goods intended for delivery, without prejudice to the Supplier's right to simultaneously demand payment in advance or proper (additional) security for the payment for the Goods to be delivered, at the Supplier's discretion.
- 6.7 Once the Buyer has fulfilled its obligations and/or provided sufficient security, the Supplier shall be entitled to the delivery period necessary for delivery of the Goods.
- 6.8 The Supplier is authorised to assign or pledge its claims upon the Buyer to one or more third parties (for such as, a factoring company) to be designated by Vingino, both for orders within the and for orders from countries other than the Netherlands.

### 7. RETENTION OF TITLE AND LIEN

- 7.1 The sale and delivery are subject to a comprehensive retention of title. Ownership of Goods sold, delivered and to be delivered, including those

already paid for, is reserved until all claims - including interest and costs - of the Supplier against the Buyer have been settled.

- 7.2 Until ownership of the delivered Goods has passed to the Buyer, the Buyer cannot and may not pledge, transfer ownership of or grant to third parties any other security right over the Goods for debts, loans or other financial arrangements.
- 7.3 The Buyer must:
- keep the Goods delivered under retention of title properly stored and secured. From the moment of delivery, as defined in these General Conditions, the Buyer shall bear the risk of loss, damage or any other depreciation of the delivered Goods;
  - keep the Goods delivered under retention of title with due care and as recognisable property of the Supplier;
  - pledge to the Supplier all the Buyer's claims against the insurer in respect of the Goods delivered under retention of title pursuant to Book 3 Article 239 of the Dutch Civil Code;
  - Immediately notify the Supplier if third parties claim rights with regard to the Goods delivered by the Supplier to the Buyer, in case the Supplier still has any amount to claim from the Buyer by virtue of the delivery of those Goods. In that case, the Supplier shall be entitled to immediately take possession of the relevant Goods. In such a case, the Buyer shall be liable for all costs involved. The Supplier shall not be obliged to deliver these Goods until it has been paid in full or adequate security has been provided in respect of its claim (s).
- 7.4 If the Buyer is late with payment or if there is good reason to assume that the Buyer will not pay or will pay late or is or at risk of being in payment difficulties, the Supplier is entitled to take possession of its property and sell it to third parties.
- 7.5 In the event that the Supplier, pursuant to section 1 of this article, claims the Goods on which the retention of title rests as his property, the Buyer hereby unconditionally and irrevocably authorises the Supplier, or third parties to be appointed by the Supplier, to enter all those places where the Supplier's property is located and to take back those Goods if the Buyer is in default.
- 7.6 If the Buyer fails to comply in time or at all with its obligations under this article, it shall be in default and shall forfeit to the Supplier, without further notice of default being required, an immediately payable penalty of €10,000.00, plus a penalty of €1,000.00 per day for as long as the breach continues, up to a maximum of €50,000.00, without prejudice to the Supplier's right to claim full compensation in addition. The Buyer shall owe the penalty in the event of non-compliance, without prejudice to the Supplier's right to enforce compliance with the Buyer's (other) obligations under all contracts.
- 7.7 If the Supplier claims Goods as its property and recovers these Goods, the Supplier shall send the Buyer a credit note for these Goods to the Buyer in the amount of the market value of the recalled Goods at the time of recovery. The market value shall in any case be equal to the sale value less the loss of value of the Goods and less the costs of retrieving the Goods or equal to the sale value of the Goods realised in the event the Goods are sold to a third party via a private/public sale less the costs of retrieving the Goods, at the Supplier's discretion. Without prejudice to the right to compensation for further loss.
- 7.8 If and to the extent that the country of destination of the Goods offers more far-reaching possibilities with regard to retention of title, those more far-reaching possibilities shall apply.
- ### 8. INTELLECTUAL PROPERTY RIGHTS
- 8.1 The Buyer shall not infringe any copyright and any other intellectual or industrial property rights or similar rights, including trademark rights, patents, and confidential business information within the meaning of Article 1 of the Trade Secrets Protection Act, in respect of Goods supplied by the Supplier to the Buyer, including products manufactured by or on the instructions of the Buyer and the drawings, models, moulds, shapes and all that relates to the execution of the order. The said Goods shall remain the Supplier's property, even if the Buyer has been charged for them, unless otherwise agreed in writing.
- 8.2 Unless otherwise agreed in writing, the Buyer is not allowed, inter alia:
- to change or remove or cause to be changed or removed any indication appearing in or on Goods concerning rights as referred to in section 1 of this article, such as trademarks or trade names of the Supplier or third parties;
  - to reproduce, disclose or alter, in whole or in part, any Goods delivered by the Supplier to the Buyer as referred to in section 1.
- The above list is not exhaustive.
- 8.3 If the Buyer notices that third parties are in any way infringing the intellectual or industrial property rights referred to in this article, it must

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notify the Supplier immediately in writing. The Buyer shall, if required, comply with any further instructions from the Supplier.

- 8.4 If the Supplier manufactures Goods for the Buyer using goods made available by the Buyer or in accordance with its instructions, such as drawings, models, moulds, shapes or other data, the purchaser guarantees the Supplier that no intellectual or industrial property rights of third parties are infringed. The Buyer shall indemnify the Supplier against third-party claims due to alleged infringement of an intellectual or industrial property right.
  - 8.5 If the Supplier ascertains that the manufacture and/or delivery of Goods infringes a third-party right, it shall be entitled to discontinue the manufacture and/or delivery of the Goods in question and/or to terminate the contract without further notice and without the Supplier being liable for compensation. In that case, the Buyer must compensate for the loss suffered by the Supplier, including lost profit.
  - 8.6 If the Supplier fails to comply with the obligations under this article, then without further notice of default, the Supplier shall be in default and shall forfeit to the Buyer an immediately payable penalty of €25,000.00 per breach, as well as a penalty of €10,000.00 per day for each day that the breach continues, up to a maximum of €100,000.00, without prejudice to the Supplier's additional right to claim full compensation.
- 9. RIGHT TO COMPLAIN**
- 9.1 The quantities as stated on consignment notes or similar documents are deemed to be correct if no written complaint is made immediately upon receipt or delivery. Evidence to the contrary shall rest with the Buyer.
  - 9.2 All rights and claims will be forfeited unless any complaint about Goods is made by the Buyer in writing accurately stating the nature and ground of the complaint, provided with clear digital photos of the Goods, showing the defects, as well as stating the invoice number/order number and Product number in case of;
    - a. Patent defects: within 7 working days after delivery;
    - b. Latent defects: within 14 working days, after the Buyer has discovered, or at least reasonably could have discovered, a defect.
  - 9.3 Any complaint about an invoice must be made in writing within 14 days of the date of the invoice in question, failing which the invoice will be considered correct and undisputed.
  - 9.4 The Supplier's Goods are a natural product. Images of Goods in leaflets, catalogues, advertisements, etc. only give an impression of the Article and are not binding on the Supplier.
  - 9.5 No complaints will be accepted in respect of Goods that have been fully or partially processed and/or treated.
  - 9.6 The Buyer must give the Supplier the opportunity to investigate the complaints on their merits.
  - 9.7 If the Buyer does not cooperate sufficiently or at all with the Supplier in the investigation into the merits of the complaint(s) and/or the Buyer has not stored or handled the Goods in the correct manner, any right of claim of the Buyer against the Supplier relating to the delivered Goods shall lapse.
  - 9.8 In any case, there is no question of a breach by the Supplier in the case of delivery of more or fewer numbers, or a deviation in Shore hardness as referred to in Article 4.10, or if Goods contain limitations/defects that are:
    - a) aesthetic in nature; and/or
    - b) not essential (e.g. minor deviations in colour, quality, relief, design, etc.). This list is not exhaustive); and/or
    - c) inherent in the nature and properties of the raw materials from which the Goods are manufactured; and/or
    - d) the result of incorrect or incomplete information supplied by the Buyer; and/or.
    - e) originate from errors, incompleteness or inaccuracies in data, materials, information carriers, etc. which have been made available/prescribed to the Supplier by the Buyer.
  - 9.9 If there is a well-founded complaint, the Supplier is only obliged to replace or repair Goods at his discretion; the Buyer cannot protest against this.
  - 9.10 No complaints will be accepted on Goods that have not been stored and used in accordance with the manufacturer's / user instructions, at the Supplier's discretion.
  - 9.11 Return shipments will only be accepted by the Supplier with the Supplier's prior express written consent. Return shipments must be made carriage paid, provided with a return number issued by the Supplier, thus at the expense and risk of the Buyer. Returns must be made within 7 working days of the return number issued by Supplier.
  - 9.12 If the Buyer returns Goods without the Supplier's prior written consent, all costs related to returning the Goods shall be borne by the Buyer. In that case, the Supplier is free to store the Goods (or have them stored) at the

Buyer's expense and risk.

- 9.13 In the event that a written complaint has been lodged with the Supplier by the Buyer within the periods set out within this article, any legal action must, be brought before a court with jurisdiction pursuant to these General Conditions no later than 12 months after the complaint has been lodged unless rights under applicable treaties, laws and regulations have lapsed earlier, failing which all rights and claims are forfeited.
- 10. WARRANTY**
- 10.1 If Goods are delivered by the Supplier with a warranty, the warranty conditions and manufacturer's and user instructions shall apply to the Goods.
  - 10.2 If the Buyer makes a valid claim under the warranty conditions, the Supplier has the choice either to repair or redeliver the Goods.
  - 10.3 In any event, a claim under a warranty may not be made, or exclusively made, if:
    - a) there is intent or gross negligence on the part of the Buyer or a third party;
    - b) the manufacturer's or user instructions have not been observed;
    - c) changes have been made to the Goods;
    - d) there is normal wear and tear;
    - e) the assembly or repair to the Goods has been carried out by third parties without the Supplier's written consent;
    - f) the assembly or repair to the Goods has been performed by a third party and this is not in accordance with the applicable regulations, regardless of whether Supplier has given written permission for assembly or repair by a third party;
    - g) there is a negligible/small failure, as stated in Article 9.8 of these General Conditions;
    - h) the cause of the defect is external to the Goods.
  - 10.4 The provisions of the preceding section shall be determined by the Supplier or any expert it engages.
- 11. LIABILITY**
- 11.1 The Supplier is not liable for any loss suffered by the Buyer, except and insofar as the Buyer can prove intent and/or gross negligence on the part of the Supplier's management or subordinates belonging to the management.
  - 11.2 The term 'loss' here includes loss through termination of contract, loss through breach of a statutory obligation, and loss based on tort.
  - 11.3 Under no circumstances shall the Supplier be liable for
    - a) loss arising in, and from, the cases described in Articles 9.8 and 10.3;
    - b) loss resulting from errors/negligence of third parties engaged by the Supplier for the delivery of Goods or the performance of work with the consent of the Buyer.
    - c) loss caused by breach of any third-party industrial and intellectual property rights as a result of the use of data provided by or on behalf of the Buyer, such as drawings, models and the like, and for consequential loss of the Buyer;
    - d) consequential loss, which includes but is not limited to pure financial loss, death, lost profit, lost turnover, missed savings, impairment of goodwill or similar losses howsoever arising, labour costs, environmental damage, loss from standstill and business stagnation, and interest costs, irrespective of how such loss is identified (direct, indirect, consequential).
    - e) Loss attributable to third parties engaged for the execution of the order, notwithstanding Book 6 Article 76 of the Dutch Civil Code.This list is not exhaustive.
  - 11.4 Cumulative liability, based on any legal ground whatsoever, is expressly limited in its entirety at the Supplier's discretion:
    - a) to the replacement or repair of Goods to which the complaints relate;
    - b) up to the amount paid out by the insurance in the relevant case plus the Supplier's deductible. If for whatever reason no payment is made under the insurance policy, the liability for loss shall be expressly limited to 30% of the invoice value of the Goods to which the loss has been determined or to which the loss relates. The Buyer's liability for loss is at all times limited to a maximum of €30,000.00. Any further liability on the part of the Supplier is expressly excluded. The Buyer is entitled to have the loss assessed by an independent expert that it appoints.
  - 11.5 The period within which the Buyer can be held liable for loss is in all cases limited to a period of 1 month after the event giving rise to the loss has occurred, failing which all rights are lost. All claims for compensation shall be barred by the expiry of 12 months from the date on which the claim is first made, if they are not brought before the courts within this period.
  - 11.6 The Buyer shall indemnify the Supplier against (all consequences of)



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third-party liability in respect of Goods delivered by the Supplier to the Buyer. Claims from third parties will therefore not be accepted by the Supplier.

### 12. **PRODUCT RECALL**

- 12.1 If the Supplier deems it necessary to make a product recall, the Buyer must cooperate with all measures that the Supplier deems necessary to limit loss. If the Buyer discovers that the delivered Goods (may) require a product recall, it must contact the Supplier in writing immediately, but in any case within 24 hours of discovery.
- 12.2 If the Buyer breaches its obligations as set out in this article, it shall owe an immediately payable penalty of €25,000.00, plus a penalty of €10,000.00 per day for as long as the breach continues, up to a maximum of €100,000.00 and without prejudice to the Supplier's right to claim full compensation in addition.

### 13. **FORCE MAJEURE**

- 13.1 Force majeure within the meaning of this Article shall be treated as force majeure as defined by Book 6 Article 75 of the Dutch Civil Code. Force majeure shall in any case include, but not be limited to: industrial action, absenteeism of personnel, transport difficulties, insufficient supply/scarcity of products/raw materials, piracy, boycott, blockade, flooding, fire, war, vandalism, flooding, terrorism, government measures, (measures as a result of a) pandemic/epidemic, import and export bans, business interruptions at suppliers or supplier, default of suppliers, and all external causes beyond the Supplier's control. This list is not exhaustive.
- 13.2 In the event of force majeure, the delivery and other obligations of the Supplier will be suspended. If the period of force majeure lasts longer than three months after notification by the Supplier, both the Supplier and the Buyer are entitled to terminate the Contract, without either party becoming liable to compensate the other.
- 13.3 If the Supplier has already fulfilled part of its obligations when the force majeure situation arises or can only fulfil part of its obligations, it is entitled to separately invoice the part delivered or the part that can be delivered and the Buyer must pay this invoice as if it were a separate contract.

### 14. **TERMINATION OF CONTRACT**

- 14.1 Unless otherwise agreed in writing, contracts are to be regarded as separate contracts and there is no continuing performance contract that needs to be terminated.
- 14.2 If and insofar as the Buyer can prove in writing that this is a continuing performance contract then, unless otherwise agreed, the contract can always be terminated in writing subject to a notice period of 3 months (to be calculated from the last working day of the month) without any obligation to pay compensation for loss thereby caused.
- 14.3 In the unlikely event of any default on the part of the Supplier, the Buyer shall not be entitled to terminate the contract in whole or in part. This does not apply in cases of force majeure, for which the provisions of Article 13 apply.
- 14.4 If the Buyer is in default, the Supplier shall have the right to terminate the relevant Contract(s) in full or to the extent that the obligations under the Contract have been partially performed, and to terminate ongoing Contracts in respect of which the Buyer is not in default, in full or - to the extent that the obligations under the Contract have been partially performed - in part.
- 14.5 Unless agreed in writing, full or partial termination on the part of the Buyer before completion is excluded. In the event of full or partial termination of any contract, the Supplier shall in any case be entitled to the following compensation:
- a) recovery of the costs already incurred if termination takes place before the Goods are ready to be delivered, being 50% of the agreed amount in accordance with the contract. Without prejudice to the Supplier's right to full compensation, including loss of profit.
  - b) 100% of the agreed amount in accordance with the contract from the day that Goods are ready to be delivered and if the Supplier has ordered Goods to size or has manufactured/made Goods to size at the request of the Buyer, and termination takes place afterwards. Without prejudice to the Supplier's right to full compensation, including loss of profit.
- This provision also applies if the Supplier agrees to a termination at the request of the Buyer for other reasons.

### 15. **JURISDICTION AND APPLICABLE LAW**

- 15.1 Contracts between the parties are governed by Dutch law.

- 15.2 All disputes relating to and/or arising from any contract shall be settled by the court for the district where the Supplier has its business, unless mandatory provisions of Dutch law stipulate otherwise. Nevertheless, the Supplier has the right to have any disputes that may arise under a contract or any further contracts arising thereunder settled by another court with jurisdiction under Dutch law, European regulations or International treaties.

#### Dutch Plastic and Rubber Association

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