

GENERAL TERMS AND CONDITIONS

Rodepa Plastics B.V.
De Paauw Recycling B.V.
De Paauw Plasticrecycling B.V.

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sustainable
resources

1. General

1.1. These General Terms and Conditions apply to all offers, quotations, sales and (complete) deliveries by companies of the Rodepa - De Paauw group, being part of Rodepa Vastgoed B.V., including Rodepa Plastics B.V., De Paauw Recycling B.V. and De Paauw Plasticrecycling B.V., hereinafter jointly referred to as Rodepa, and to all agreements to and with parties other than Rodepa, hereinafter referred to as buyers and/or customer, unless expressly agreed otherwise in writing.

1.2. Deviating and/or additional stipulations, agreements, conditions or arrangements with agents or staff of Rodepa and/or stated in purchase orders or letters, as well as general terms and conditions of a customer are only valid if and insofar as they have been accepted or confirmed in writing by Rodepa.

2. Offers/order, prices and conclusion of agreement

2.1. All offers, price lists, quotations and indicated delivery times are without obligation, even if they include a term for acceptance thereof.

2.2. Images, drawings, descriptions, measurements and weights, prices or other indications provided by Rodepa in and/or on catalogues, circulars, computerized databases, website(s), prospectuses, price lists, offers, instruction booklets and the like do not bind Rodepa.

2.3. The customer guarantees the correctness and completeness of the information and data provided by Rodepa on which Rodepa bases its offers and/or quotations.

2.4. All quoted prices and offers for sales, deliveries and/or services in the European Union are in euros, are based on delivery FCA according to the Incoterms 2010, including packaging and excluding sales tax, unless expressly agreed otherwise.

2.5. Prices are based on the monetary ratios of domestic and foreign currencies, raw material prices, export subsidies, wages, import duties, taxes and other levies applicable at the time of the conclusion of the agreement.

2.6. If between the date of the conclusion of the agreement and the delivery the cost price of the ordered goods rises due to increases in, among other things, but not limited to factors stated in Article 2.5, material prices, wages, freight, insurance premiums, taxes, import duties, exchange rates and similar factors that help determine the price, then Rodepa is entitled to pass on this increase(s) to the customer(s). Rodepa is never obliged to

accept subsequent orders at the price agreed in previous agreements.

2.7. If no fixed prices have been agreed, Rodepa is entitled to deliver at the prices applied by it as they apply on the day of delivery.

3. Establishment of agreement

3.1. Agreements are concluded on the date of written confirmation thereof by Rodepa or at the time that Rodepa has started to perform the agreement. In the event of a payment security desired by Rodepa, whether or not in the form of an opened letter of credit, the agreement will only be concluded when the payment security has been received.

3.2. If, after accepting the order, changes are made by the customer or the order is canceled in whole or in part, all costs already incurred as well as the amount of Rodepa's loss of profit and idle time losses will be borne by the customer. Cancellation is only permitted if Rodepa has stated in writing that it agrees with this, which does not affect Rodepa's right to compensation of costs and damage.

4. (Complete) delivery

4.1. Insofar as not agreed otherwise, deliveries shall be made carriage paid to the carrier in accordance with FCA Incoterms 2010.

4.2. Time of delivery is the moment at which the goods have left the storage space(s) used by Rodepa, or at which the goods are made available to the customer, are offered to a (public) carrier, are ready for shipment and/or the customer has received and/or has received the goods. From the time of delivery, the goods are for the account and risk of the customer, who must take out proper insurance against that risk.

4.3. The customer is obliged - if shipment or transport has been agreed by Rodepa - to provide the necessary shipping instructions in a timely manner,

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6. Product quality and warranty

failing which he is liable for the damage and costs arising from his default. Shipment or transport of goods – even if they have been sold carriage paid – takes place at the expense and risk of the customer to the address specified by the customer and with a means of transport chosen by Rodepa. Rodepa is not liable for transport damage or any delay in this of any nature or form. The customer must insure himself for this.

4.4. Rodepa is always authorized to have the delivery or delivery take place in parts. If a delivery is made in parts, each delivery will be regarded as a separate transaction with all associated legal consequences. Rodepa is entitled to invoice each partial delivery separately and to demand payment thereof. If a partial shipment is not paid for by the customer, Rodepa is entitled to suspend its obligations towards the customer, without prejudice to its right to (partial) dissolution and/or the right to full compensation.

4.5. Rodepa is deemed to have fully fulfilled its obligations with regard to the quantity of product to be delivered, even if up to 20% more or less than the quantity ordered has been delivered. The actual weight or quantity will be invoiced at the agreed price.

4.6. If the customer has reserved the right to specify the partial deliveries and the time of delivery when concluding the agreement, he must inform Rodepa within one week of a request thereto, or within a period to be agreed with Rodepa, regarding the delivery, to communicate its decision. A delivery obligation only exists for Rodepa after Rodepa has accepted the delivery schedule in writing.

4.7. If the buyer refuses to take delivery of the goods, or a part thereof, or does not take delivery within 7 (seven) days after Rodepa has notified that the goods are ready for delivery, Rodepa has the right to cancel the agreement without judicial intervention and without notice of default, without prejudice to Rodepa's right to full compensation, including but not limited to reimbursement of the costs of storage, which then takes place at the expense and risk of the customer.

4.8. Delivery times are approximate, unless expressly agreed otherwise. The delivery period commences at the moment that the order has been received and confirmed by Rodepa in accordance with Article 3.1 and that all information required for the execution has also been received by Rodepa from the customer. The (delivery) periods agreed with Rodepa or stated by Rodepa are not strict deadlines as (inter alia) referred to in Article 6:83 preamble and under a of the Dutch Civil Code. By the mere expiry of these terms, Rodepa will not be in default or liable to pay damages to the customer.

5. Reception

The copy of the consignment note, transport document or other form of acknowledgment of receipt, signed by or on behalf of the carrier or customer, serves as proof that the goods stated therein have been delivered complete and (at the latest) in good condition, unless a note has been made on the transport document.

6.1. Rodepa undertakes to deliver products that meet the specifications agreed in writing. Announcements by or on behalf of Rodepa regarding the quality, composition, treatment in the broadest sense, applications, properties and the like do not bind Rodepa, unless they have been expressly confirmed in writing by Rodepa to the customer. Samples or models and/or images, drawings, descriptions, size and weight specifications, prices or other indications provided to the customer by Rodepa in and/or on catalogues, circulars, computerized databases, website(s), prospectuses, price lists, offers, instruction booklets and the like do not bind Rodepa and are only provided by way of indication, without the goods delivered by Rodepa having to comply with them.

6.2. Because Rodepa works with recycled materials, deviations in quality, MFI (Melt Flow Index), composition, packaging, format, weight, color and the like must be accepted by the customer without the customer being able to derive any rights from this. These deviations include (but are not limited to) no grounds for (partial) dissolution of the agreement, nor does this justify a reduction of the purchase price due for this and do not entitle to replacement or repair and/or compensation.

6.3. Rodepa does not guarantee that the goods it sells are suitable for the purpose for which the customer wishes to designate or use them, even if that purpose has been made known to Rodepa, unless the contrary has been expressly agreed between the parties and/or otherwise by law, is prescribed.

6.4. Any guarantee given by Rodepa does not go beyond repair or delivery of a new batch of goods (to replace that which is faulty) at the discretion of Rodepa.

6.5. Any warranty claim lapses if the goods are not kept and/or stored in accordance with the usual storage regulations applicable to such goods and/or if the goods have been processed or resold by the customer or delivered to a third party.

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7. Packaging

The products are delivered in packaging suitable for the agreed transport. If Rodepa has a legal obligation to take back the packaging, the customer must return the packaging at Rodepa's first request and at his own expense.

8. Payment

8.1. All payments must be made in accordance with the method of payment agreed between the parties and within the agreed terms. Unless otherwise agreed, a payment term of 30 days after the invoice date applies. Payments must be made in euros, without any deduction, discount, suspension and/or set-off to the bank account designated by Rodepa.

8.2. If payment is agreed by letter of credit, this will be opened by the customer with a leading bank within 15 days after the conclusion of the agreement in accordance with Article 3.1. and the letter of credit will cover the entire contract price. Any confirmation required by Rodepa must be made by a Dutch bank. The letter of credit shall be subject to the most recent implementation of "Uniform Customs and Practice for Documentary Credits, ICC Publication".

8.3. In the absence of payment within the period referred to in Article 8.1. payment term referred to, the customer is in default without notice of default or judicial intervention.

8.4. In the absence of payment within the period referred to in Article 8.1. referred to payment term compensation of the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code owed to Rodepa on the amount due from the dates of expiry of the payment term(s) until the day of full payment.

8.5. As soon as the customer is in default with regard to any payment, all sums to be paid by it to Rodepa - for whatever reason - are immediately due and payable.

8.6. All costs incurred by Rodepa as a result of late payment by the customer are for the account of the customer. If Rodepa and/or a third party designated by it takes extrajudicial collection measures, the costs thereof will be borne by the customer. The extrajudicial costs amount to at least 15% of the invoice amount. If Rodepa incurs judicial (collection) costs, these will be fully borne by the customer.

8.7. Complaints about the invoice amount must be made in writing by the customer to Rodepa within 7 (seven) days after the invoice date, under penalty of forfeiture of the right to complain about the amount of the invoice at a later time. Complaints about the invoice or the invoice amount do not suspend the payment obligations.

8.8. Bank costs charged by the customer's bank are for the customer, bank costs charged by Rodepa's bank are for Rodepa.

8.9. The payments made by the customer always first serve to pay the costs, then the interest and then to pay the outstanding invoices.

8.10. Rodepa always has the right - both before and after delivery - to demand advance payment or security for compliance by the customer. If the customer does not comply with a written request within 14 (fourteen) days, Rodepa is entitled to dissolve the purchase unilaterally, without being liable to pay the customer any compensation for damage. The customer must compensate Rodepa for any damage suffered as a result of this.

9. Retention of Title

9.1. All goods sold and delivered, whether processed or unprocessed, remain the property of Rodepa until the claims that Rodepa has against the customer - regardless of whether they arise from agreements concluded with Rodepa earlier or later - have been paid in full, including the collection costs and interest for those claims.

9.2. The buyer is not entitled to alienate the delivered goods, as long as the ownership thereof is reserved by Rodepa, possibly treated or processed to third parties, whether or not as security, and/or to establish any limited right thereon. to transfer ownership. Nevertheless, the buyer is authorized to dispose of the goods for his own treatment and processing or for onward delivery in the normal course of his business. The buyer will at all times cooperate in ensuring that Rodepa can enforce its right of ownership. In the event of the disposal of goods as referred to in this paragraph, the customer is obliged to report this immediately to Rodepa and to establish an undisclosed right of pledge on behalf of Rodepa on all claims arising from the resale at Rodepa's first request.

9.3. For the benefit of Rodepa, a non-possessory right of pledge is established in advance on all goods delivered by it, the purchase price of which has already been paid by the customer, as security for compliance by that customer with all that Rodepa still has to claim from it, without prejudice to the right of the buyer to resell and deliver these goods to his buyers in the normal course of his business. The customer is obliged to cooperate with the establishment of this non-possessory right of pledge and its registration and is deemed to have given its approval thereto.

9.4. Without prejudice to its other powers, Rodepa has the right to take back/retrieve the delivered goods as long as all its claims have not been paid, also in the event of default, bankruptcy or suspension of payment of

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the customer. In that case, the customer already grants Rodepa permission to access its sites and buildings. In the event of non-compliance with the agreement, Rodepa is entitled to take back the goods without any notice of default, in which case the agreement can also be dissolved by Rodepa without judicial intervention, without prejudice to Rodepa's right to claim damage, loss of profit, interest and cost.

9.5. If and as soon as the customer, pursuant to Article 9.4. has resold and delivered goods pledged under these terms and conditions to its customers in the normal course of its business, the non-possessory pledge for the benefit of Rodepa on those goods will lapse.

9.6. If the customer forms a new good from or partly from the goods referred to in this article and acquires full ownership rights to it, or if a community of property arises in that new good and the customer becomes a partner in it, the customer is obliged to inform Rodepa immediately, to report.

9.7. As long as the ownership of the delivered goods has not yet passed to him or her, but he or she has already acquired actual control over them, the customer is obliged during that period to ensure that those goods remain in the same condition and quality as in which they were delivered. they were in the wrong state at the time of delivery and/or delivery, as well as to ensure that these goods can be individualized in favor of Rodepa's ownership rights and will remain the property of Rodepa.

9.8. The customer is obliged to insure the goods subject to retention of title and/or non- possessory pledge against fire, explosion and water damage. as well as to insure against theft and to make the policies thereof available to Rodepa for inspection upon first request, failing which the customer is obliged to compensate all ensuing damage for Rodepa. At Rodepa's first request, the customer is obliged to pledge to Rodepa all claims under the insurance policies referred to in the previous sentence against the insurer.

9.9. The costs of establishing a non-possessory and/or undisclosed right of pledge shall be borne by the customer, unless expressly agreed otherwise in writing.

9.10. In the absence of payment or if there is justified doubt on the part of Rodepa as to whether the customer will meet his or her (payment) obligations, Rodepa has the right to collect the pledged claims and to take back the goods delivered under retention of title.

9.11. Contrary to the foregoing, the parties agree that the property law consequences of the retention of title of an item destined for export are governed by the law of the state of destination, provided that it is more advantageous for Rodepa, if under that law the retention of title in the event of resale, accession or mixing shall not lose its effect until the price has been paid in full. In that case, the customer retains the item in which the good delivered by Rodepa has been transferred to Rodepa and Rodepa will not be liable as a result. If the goods delivered by Rodepa subject to retention of title form a new item together with goods supplied by other suppliers, then Rodepa will acquire joint ownership of the new item together with the other suppliers - to the exclusion of co-ownership of the customer. whereby

Rodepa's share in the new item is in proportion to Rodepa's outstanding invoices with regard to all goods delivered by Rodepa under retention of title.

10. Advertising

10.1. Immediately after receipt of the goods by the customer, the customer must inspect the goods and check whether the delivered goods comply with the agreement and the customer must immediately inform Rodepa in writing of incorrect deliveries and any defects and/or other precise description of the nature of the complaints. Complaints about defects and/or shortcomings and/or other complaints due to non-conformity must be reported to Rodepa in writing within 8 (eight) days after delivery, under penalty of forfeiture of any claim in this respect.

10.2. If the customer does not complain in a timely and correct manner as referred to in Article 10.1. his right to do so lapses and the delivered goods are regarded as irrevocably and unconditionally accepted by the customer.

10.3. Any legal claims of the customer against Rodepa must, under penalty of forfeiture of these legal claims, be brought before the court one year after the timely notification of the complaint.

10.4. Complaints do not suspend the payment obligation of the customer.

10.5. If, after the customer has discovered a (hidden) defect, or should have discovered it, the goods have been treated or processed in any way, or have been damaged, repackaged or resold, all possible claims due to (hidden) defects will lapse. This does not apply if the customer has reported the hidden defect to the seller within the period as stated in Article 10.1 and if he demonstrates that further treatment or processing was necessary to avert further damage.

10.6. The products can only be returned at Rodepa's expense and risk after express written permission from Rodepa. If, in the opinion of Rodepa, a complaint about goods has been justified, the customer must, at Rodepa's first request, return these goods to Rodepa in their original and undamaged condition, failing which the customer cannot invoke the complaint and/or non-conformity. Rodepa then has the choice of either proceeding to renewed or additional delivery, or to replace the complained goods with similar

goods, or to release the customer in whole or in part from the obligation to pay the invoice value of the goods, in which case Rodepa is discharged. of its obligation to deliver (replacement) goods to the customer.

10.7. Rodepa does not have to deal with complaints if the customer has failed in any way to fulfill its obligations to Rodepa under any agreement.

11. Liability

11.1. Rodepa is not liable for any damage, trading loss, direct or indirect material or immaterial damage of any kind, including but not limited to loss of income and profit, damage due to delay in business activities and due to business interruption, damage due to loss of production, loss of working hours and/or labor costs incurred in vain, costs of purchasing elsewhere, missed savings and/or agreed discounts or fines suffered by the customer or a third party in connection with or arising from negotiations conducted with Rodepa, the agreement entered into with Rodepa, an error, shortcoming or omission by Rodepa, an invocation of force majeure by Rodepa or an item delivered or repaired or processed by Rodepa or by any (other) cause whatsoever, unless the customer or the third party in question demonstrates that the damage is due to intent or gross negligence or willful recklessness on the part of Rodepa.

11.2. Any liability of Rodepa is at all times limited to a maximum of the net invoice value of the goods ordered or delivered or negotiated, except in the case of intent or gross negligence on the part of Rodepa.

11.3. Any claim against Rodepa lapses by the mere lapse of one year after that claim has been made against Rodepa.

11.4. Rodepa's liability is in all cases limited to the amount for which Rodepa is insured in this respect and its insurer pays out for each amount.

11.5. A warranty claim and any liability of Rodepa towards the buyer lapses if the buyer resells the goods delivered by Rodepa to a third party or if the buyer makes any changes to those goods or has them made or assembles or implements these goods in any way or himself. repair or have this done by a third party.

11.6. In all cases in which Rodepa invokes the provisions of this article, any employee(s) held liable may also invoke this.

11.7. The customer will fully indemnify Rodepa at first request against all third-party claims against Rodepa with regard to any fact for which liability is excluded in these terms and conditions and for compensation for damage resulting from the use or application of the delivered goods and/or performance(s).

12. Intellectual Property

12.1. Rodepa expressly reserves all rights it has in the field of industrial and intellectual property in connection with the goods it supplies. No intellectual property rights are transferred or delivered with the agreement, unless the parties expressly agree otherwise in writing.

12.2. Goods brought into circulation by Rodepa may not be offered or traded under trademarks to which it is the rightful owner or under mention of its trade name, except after its written permission and on further conditions to be set by it, nor is the buyer permitted, except express written permission from Rodepa to change the delivered products in whole or in part.

12.3. The customer is obliged to also impose the above provisions of this article on its own customers.

13. Force majeure

13.1. In the event that the performance of the agreement is prevented as a result of circumstances that cannot be attributed to Rodepa, Rodepa is entitled, without judicial intervention, either to suspend the performance of the agreement or to dissolve the agreement in whole or in part without notice. that the customer can claim any compensation.

13.2. Rodepa is not liable for direct or indirect damage, however named, suffered by the customer or third parties due to suspension or dissolution as a result of force majeure.

13.3. Force majeure is understood to mean any circumstance that Rodepa cannot reasonably take into account and as a result of which the normal performance of the agreement cannot reasonably be required by the customer, including but not limited to natural and environmental disasters, war, danger of war, civil war, riot, strike or industrial strike, the lack of supply or stagnation in the supply of materials from suppliers, full or partial default of third parties from whom goods or services must be received, transport difficulties, fire and other calamities in the company of Rodepa and/or or its suppliers and/or third parties engaged by Rodepa for the performance of the agreement.

13.4. If full or partial suspension as referred to in Article 13.1 would cause the later performance of Rodepa to change so thoroughly in meaning for the customer that acceptance thereof by the latter can no longer reasonably be expected, the customer is entitled to dissolve the agreement, without the customer can claim any compensation.

14. Termination

14.1. If and as soon as the customer fails to fulfill one or more of its obligations, fails to do so in time or properly, is declared bankrupt, applies for suspension of payment, proceeds to liquidate its company, if its business otherwise comes to a standstill, attachment of a part of its assets is placed, offers an agreement, or otherwise proves to be insolvent, Rodepa is entitled to suspend its obligations towards the customer and/or to dissolve the agreement without judicial intervention and to claim compensation for costs, damage and interest. In the event that one of the circumstances referred to in the previous sentence occurs at the customer, all claims of Rodepa against the customer will be immediately due and payable in full.

14.2. Rodepa is entitled to suspend its obligations towards the customer and/or to dissolve the agreement with the customer in whole or in part, if the agreement with its supplier or client is dissolved for whatever reason or for other reasons not accepted by it or its supplier. or client is carried out. In that case, Rodepa is only obliged to reimburse or credit the sales price charged by it, subject to the return by the customer of the goods already delivered.

15. Contradiction with legal provisions

Should any provision of these General Terms and Conditions be inapplicable or contrary to public order or the law, then only the relevant provision will be deemed not to have been written, but the General Terms and Conditions will otherwise remain in full force.

16. Transfer of Rights and Obligations

The customer is not entitled to transfer its rights and obligations in whole or in part to another party without the prior written permission of Rodepa. This prohibition has property law effect.

17. Applicable Law

Dutch law applies exclusively to all obligations between Rodepa and the customer.

18. Dispute Resolution

All disputes between the parties, which cannot be resolved in mutual consultation, will be settled exclusively by the competent court in Almelo, on the understanding that Rodepa is also authorized to bring the dispute to the competent court in the district where the customer is located.