

Article 1 – Definitions and interpretation.

- 1.1. Unless defined elsewhere in these General Terms, the capitalized terms as defined below shall have the following meanings:
Agreement the agreement concerning the provision of Works between the Parties of which these General Conditions form an integral part, including all appendices, subsequent amendments as may be agreed upon in writing between PTG and the Client.
Client the company named as such in the Agreement.
Confidential Information the Agreement, its terms and execution, as well as all information and know-how (including but not limited to designs and other intellectual property rights) furnished by a Party to the other in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information.
General Terms these general terms and conditions of delivery for Works of PTG.
Group Company means with respect to the Party to which it refers, a (legal) entity that is affiliated with, or that directly or indirectly controls, is controlled by or is under common control with, such Party.
Party or Parties each of PTG and the Client individually or PTG and the Client together.
PTG Polymer Technology Group Eindhoven B.V. and any of its Group Companies.
Works all services, such as, but not limited to, consultancy, engineering and the performance of works to be performed by PTG under the Agreement
- 1.2. Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.
- 1.3. In these General Conditions the term 'in writing' includes by regular post, e-mail and any other electronic communication method customary in the market.
- 1.4. Terms and expressions of law and of legal concepts as used in this General Conditions have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

Article 2 – Applicability of the General Conditions.

- 2.1. These General Conditions apply to all offers, provision of Works and Agreements.
- 2.2. The applicability of the Client's general purchase or other conditions is expressly rejected.
- 2.3. In the event of any contradictions between these General Conditions and the Agreement, the terms of the Agreement shall prevail.

Article 3 – Offers, Agreements and notifications.

- 3.1. Any offers by PTG are without obligation and are valid for a period of 30 (thirty) days, unless otherwise specified. Prices mentioned in the offer are excluding VAT.
- 3.2. No purchase order shall be binding on PTG unless it has been confirmed by PTG in writing. Such Purchase Order confirmation shall constitute an Agreement.
- 3.3. If a purchase order is placed by the Client without a prior offer and the Client takes delivery of the Works, this shall in any case constitute as Agreement under these General Conditions and as a confirmation of the purchase order. Additional arrangements shall require the written approval of PTG.
- 3.4. All notifications relating to the Agreement shall be made in writing.

Article 4 – Samples.

- 4.1. The Client bears the responsibility for the selection, representativeness, coding, brand and product names, and the provision to PTG of any samples, materials, raw materials, products, semi-finished products, and end products to be researched. The Client is obliged to notify PTG of any hazardous properties of any samples, materials, raw materials, products, semi-finished products, and end products in a clear manner in writing and to mark the samples, materials, raw materials, products, semi-finished products, and end products as hazardous.
- 4.2. Unless agreed otherwise, the Client will collect any samples, materials, raw materials, products, semi-finished products, and end products that have been provided to PTG in relation to the execution of the Agreement, or, if such is the case, the remains of such samples, materials, raw materials, products, semi-finished products, and end products, within 1 (one) month after performance of the Works.
- 4.3. If the Client does not collect the (remains of) any samples, materials, raw materials, products, semi-finished products, and end products, or does not do so in time, PTG has the right to store, destroy, or otherwise relieve itself of these at the expense and risk of the Client. Transport and storage of the samples, materials, raw materials, products, semi-finished products, and end products and remains thereof will take place at the expense and risk of the Client.

Article 5 – Use of the research results.

The (intellectual) ownership of the results of the Works shall be transferred to Client upon the moment at which the amount(s) owed to PTG by the Client are paid in full. However, the knowhow and results of the Work pertaining to the enhancement of analytical knowledge and/or one of PTG's working methods shall solely remain the ownership of PTG.

Article 6 – Price, payment and change of Works.

- 6.1. The amount payable by the Client for the Works will be determined in the Agreement.
- 6.2. The Client shall pay the PTG's invoices in full without discount, withholding, set-off or counterclaim.
- 6.3. Contestation of an invoice by the Client shall not suspend the fulfilment of its payment obligations.
- 6.4. The invoice will be specified at the request of the Client. If no fixed price was agreed, then it is agreed between PTG and the Client that the amount payable will be determined on the basis of costing. Unless stated otherwise in the Agreement, the amount payable is excluding all costs, taxes (such as VAT), variable costs (such as, for example, classification, photos, drawings and legalisations), levies, costs in relation to the Works regarding the answering of legal complaints and actions by third parties (including oppositions and lawsuits) and all external costs, which are at the expense of the Client. The Client will make payments within 30 (thirty) days of the date of the invoice.
- 6.5. If Parties agree that more Works will be carried out than determined in the Agreement, this extra work will be carried out under the same conditions as originally agreed, unless Parties have agreed otherwise explicitly and in writing.
- 6.6. In the event that the Client fails to timely fulfil its payment obligations, then the Client shall be in default by operation of law and owe an interest charge equal to the statutory interest rate, however the interest rate owed shall in no event be lower than an interest of 1% (one per cent) per month on the amount due and payable. The interest on the amount due and payable shall be calculated as from the date the Client is in default. The foregoing shall be in addition to and not in lieu of any other rights and remedies PTG may have at law or in equity for such default. All judicial and extrajudicial costs related to the enforcement and collection of payments due by the Client not received in time, shall be borne by the Client.

Article 7 – Obligation to provide information.

- 7.1. The Client is obliged to provide all relevant information that can be of use to the execution of the Works and is known to them to PTG. The following are considered relevant information: previous similar cases, important events, previously submitted applications and publications, which apply to the same area.
- 7.2. When PTG provides documents to the Client for approval and comments, it is the task of the Client to check the document for inaccuracies and mistakes, also with respect to the technicalities.

Article 8 – Outsourcing.

If the Client agrees with these General Conditions, the Client also agrees with enabling third parties for the (partial) execution of the Works. The liability arrangement in article 9 hereof is applicable to Works carried out by third parties and also applies mutatis mutandis with respect to these third parties.

Article 9 – Performance, warranty, liability and indemnity.

- 9.1. PTG will carry out the Works to the best of its ability and, if applicable, in accordance with the procedures as set out in the Agreement. All Works shall be performed on the basis of an obligation to use best endeavours, unless and insofar as PTG has expressly promised a result in the Agreement.
- 9.2. PTG shall not be bound by a date or delivery date or term or delivery period, whether or not final, if (i) on the instructions of, or in agreement with, the Client any change is made, any additional Works are delivered that are not included in the Agreement; or (ii) a change in approach with respect to performance of the Agreement; or (iii) if the Client fails to fulfil its obligations arising from the Agreement or fails to do so on time or in full.
- 9.3. PTG is not obliged to follow the Client's instructions in the performance of the Works, particularly not if these instructions change or add to the scope of the agreed Works.
- 9.4. PTG is only liable for imputable damage suffered by the Client as a result of non-(timely) compliance by PTG or by employees or third parties hired by PTG. The maximum amount for which PTG will be liable is the amount payable by the Client to PTG in accordance with the Works carried out under the Agreement. These limitations of liability do not apply in the event that the damage is caused by wilfulness, gross fault or gross negligence on the part of PTG. If the execution of the Agreement takes longer than 1 (one) year, PTG's liability will be limited to the (average) amount that the Client owed PTG in the previous year (years). Under no circumstances will PTG

be liable for indirect damage, including but not limited to: consequential damage, loss of profit, lost savings and damage due to business stagnation.

- 9.5. The Client will indemnify PTG from any liability against third parties for damage that is the result of the provision of incorrect information to PTG.
- 9.6. Unless under a non-appealable final judgement it is decided that wilfulness, gross fault or gross negligence on the part of PTG exists, the Client shall indemnify and hold PTG fully harmless from and against all claims and causes of action for damages and expenses of every kind and character, including the costs of legal proceedings and reasonable attorney's fees asserted against PTG, its agents, subcontractors and employees arising out of or in any manner connected with provision of the Works or the use and/or application of any results of the Works by the Client or by any other party who has received these results either directly or indirectly from the Client. This indemnity includes, but is not limited to, all claims and causes of action resulting from patent or trademark or other intellectual property infringement, which are based, in whole or in part, from the Works provided, in whole or in part, in accordance with Client's, designs, drawings, specifications or other instructions.
- 9.7. PTG warrants that, at the time of making the offer to the Client, it is not aware of any infringement of third-party intellectual or industrial property rights, or other rights.
- 9.8. If PTG has provided Works according to, in whole or in part, designs, drawings or other instructions from the Client, then the Client guarantees that this will not infringe any third-party intellectual or industrial property rights, or other rights. The examination of any infringement of third-party rights shall be at the initiative, responsibility and expense of the Client. If there is any infringement of such third-party rights, PTG shall respect such rights and as far as possible propose an alternative solution. The Client indemnifies PTG against any third-party claim alleging infringement of its intellectual- or industrial property rights.
- 9.9. PTG is not liable for damage that is a result of the fact that the results of the Works are not suitable for carrying out legal procedures or if an infringement of the rights of third parties occurs through the application of the results of the Works. Claims from the Client against PTG, which arise from or are otherwise related to the Agreement or the (carrying out of) Works by PTG, or by persons or third parties hired by PTG for the carrying out of Works, will be entirely void if such claims have not been notified to PTG explicitly and in writing within 1 (one) year of the date of the final invoice.

Article 10 – Premature Termination.

If the Client does not comply, or does not comply in time or correctly with any or all essential obligations arising from the Agreement, and also in case of (filing for) bankruptcy, liquidation or dissolution of the company, or requests or the provision of a moratorium on payments, PTG has the right to prematurely terminate or suspend the Agreement in full or in part, by a written notice to the Client, without the need for a notice of default or mitigation and without the liability to pay damages, without prejudice to any other rights of PTG. As soon as one of the above conditions apply, all claims that PTG has on the Client become payable on demand.

Article 11 – Confidentiality.

- 11.1. PTG obliges itself to keep any results of the Works confidential for a period of 2 (two) years from the date of the final invoice for the respective Works, insofar as the results of the Works are related to the company or the business practice of the Client, and not to bring these to the attention of third parties.
- 11.2. The Client guarantees confidentiality of all information which relates to the company or the business practice of PTG that it becomes known as a result of the collaboration of the Parties under the Agreement.
- 11.3. The Parties will cause their officers, directors, employees, agents and Group Companies to abide by the terms of this article 11. Each Party will be responsible for any breach by its officers, directors, employees, agents and Group Companies of this article 11.
- 11.4. If a statutory provision or a judicial decision compels the Client to convey Confidential Information of the Client to third parties designated by law or by the court and PTG cannot for that purpose invoke a legal right to refuse to give evidence of such a right acknowledged or allowed by the competent court, PTG shall not be held to pay damages or compensation and the Client shall not be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstance.

Article 12 – Health and Safety.

- 12.1. If employees of PTG or third parties hired by PTG carry out the Works in part or entirely on locations assigned by the Client, the Client will ensure that the health and safety regulations applicable to that location are communicated to the relevant PTG employees or third parties in a clear and timely manner. Employees of PTG and third parties hired by PTG are obliged to comply with these regulations.
- 12.2. If the regulations with regard to personal health and safety applied by PTG go further than the regulations applied by the Client, or if the employees of PTG or third parties hired by PTG are of the opinion that additional safety norms should be taken into account, they are authorised to comply with the PTG regulations or the additional regulations. If the situation is such in the opinion of the PTG employee or third party that the Works cannot be carried out in a safe manner and the Client is unable or unwilling to apply sufficient measures, PTG has the right to suspend or terminate the Agreement in full or in part, without the Client having any right to damages.

Article 13 – Hiring Personnel.

The Client will not hire any employees of PTG that were involved in Works carried out under the Agreement for a period of at least 1 (one) year after completion of the Works, without prior written permission from PTG.

Article 14 – Force Majeure.

PTG cannot be held liable for permanent or temporary default, if such default is a result of force majeure, which includes situations like war, unrest, sabotage, labour unrest, strikes, fire, earthquakes, pandemic, epidemic, employee illness, non- or late delivery due to non- or late fulfilment of obligation of subcontractors of PTG, accidents, compliance with Government requests or orders. If one of the abovementioned causes applies, as a result of which PTG is not able to fulfil its obligations for an uninterrupted period of at least 3 (three) months, the Client has the right to terminate the Agreement with immediate effect, without the right of the Client to damages. PTG has the right to claim payment from the Client for the Works carried out before the force majeure came into effect.

Article 15 – Data.

The Parties shall at all times comply with any obligations under Dutch laws regarding data protection and any other relevant (national, European and international) data protection regulations (the **Privacy Laws**) that are applicable to the execution of the Agreement. Both Parties shall (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iii) notify the other Party of any breach of personal data in accordance with and within the timeframe stipulated in the Privacy Laws. If relevant, the Parties shall enter into a data processing agreement.

Article 16 – Settlement.

PTG, including its Group Companies, have the right to settle all amounts payable to it by the Client, including all Group Companies of the Client, with the amounts payable to the Client by PTG.

Article 17 – Divisibility.

These General Conditions are considered divisible and if any provision hereof, for whatsoever reason, is or becomes invalid or inapplicable, the remaining provisions will remain in force. The Parties agree to attempt to substitute for any invalid or inapplicable provision a legal, valid or applicable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or unenforceable provision.

Article 18 – Applicable Law / Competent Court.

- 18.1. These General Conditions and the Agreement are governed explicitly by Dutch Law.
- 18.2. In case of any disputes in relation to the General Conditions or the Agreement, Parties shall endeavour to settle such disputes amicably. If the Parties are unable to, the Parties will refer any disputes in relation to the Agreement explicitly to the competent court in 's-Hertogenbosch, without prejudice to the right to appeal the decision of this court.