



General sale, delivery and payment terms and conditions of Customised Sheet Xtrusion B.V.

1. Applicability and agreement

All quotations are made under the applicability of these general sale, delivery and payment terms and conditions. The applicability of other terms and conditions with respect to the quotation, acceptance thereof and the concluded agreement is explicitly rejected. If the acceptance takes place under additional conditions or changes have been made compared to the quotation, the agreement will only be concluded if Customised Sheet Xtrusion, hereinafter referred to as C.S.X., has informed the buyer/customer in writing that it accepts these deviations. Each delivery is an independent transaction. Any failure to deliver will not affect agreements concerning other deliveries.

2. Quality and description

2.1

C.S.X. delivers the goods in accordance with the description, quality and quantity set out in the quotation.

2.2

Minor deviations in colours, sizes or weights that fall within the standard tolerances in accordance with good business practices, are no grounds for complaints, destruction or dissolution. The buyer/customer is aware that the probability of said deviations is greater in case of partial and/or follow-up deliveries and if recycled raw materials or virgin materials are used.

2.3

C.S.X. is in all cases allowed a deviation of up to 10% of the agreed quantities with corresponding adjustment to the amount payable by the buyer/customer.

3. Delivery

3.1

Deliveries will take place ex-factory unless agreed otherwise. The Incoterms 2000 with latest amendments apply.

3.2

The buyer/customer is required to pay for the packaging and the materials used for the transport, regardless whether a deposit has been paid. If packaging materials for which a deposit has been paid is returned within 30 days after the delivery, the deposit will be returned to the buyer/customer.

3.3

The buyer/customer will arrange adequate transport insurance if delivery takes place elsewhere by way of derogation from Article 3.1.

3.4

C.S.X. will strive to meet the agreed delivery period. Delays do not give the buyer/customer the right to dissolve the agreement and/or to claim compensation. The agreed delivery period will never be considered a deadline. The agreed delivery period will be extended by the period during which C.S.X. due to force majeure is prevented from meeting its obligations, including the inability to acquire the necessary (raw) materials. Force majeure will, in any case, mean circumstances which are beyond the control of C.S.X. which affect or prevent the production, purchase, sale or delivery of the goods referred to in this agreement.

3.5

If the buyer/customer for any reason is unable to accept the goods at the agreed time and they are available for pick-up, C.S.X. will store the goods until they can be picked up by the buyer/customer at the usual rate, provided that its storage capabilities allow.

4. Transfer of ownership and risk

4.1

Subject to the provisions of paragraph 2 of this article, the ownership and the risk of the goods will transfer to the buyer/customer from the moment they are ready for transport.

4.2

As long as the buyer/customer has not yet paid the full amount of the purchase price and any additional costs or has failed to provide security for this, C.S.X. will retain the ownership of the goods. In this is the case, the ownership will transfer to the buyer/customer once the buyer/customer has met all its obligations towards C.S.X.

4.3

If C.S.X. has reasonable doubts concerning the payment capacity of the buyer/customer, C.S.X. is entitled to suspend the delivery until the buyer/customer has provided security for the payment. The buyer/customer is liable for the damage incurred by C.S.X. due to this delayed delivery.

5. Price and payment

5.1

All prices are based on delivery ex-factory, excluding taxes, levies and other general costs. These costs will be charged to the buyer/customer. The prices cannot be changed without prior notice unless they have been expressly described as being applicable for a definite period in a written quotation or order confirmation of C.S.X. Changes in the prices of raw materials can always lead to price changes.

5.2

The buyer/customer is required to pay the purchase price to C.S.X. within 30 days after the invoice date without any discount, reduction or set-off.

5.3

If the buyer/customer fails to meet its payment obligations on time and fails to comply with the first notice, C.S.X. is entitled to dissolve, cancel or terminate the purchase agreement without judicial intervention being required and/or suspend any deliveries to the buyer/customer and/or recover any already delivered goods. In that case, the buyer/customer will 30 days after the invoice date owe the statutory interest plus 2% interest surcharge on the invoice amount per year. C.S.X. is additionally entitled to claim 15% of the invoice amount with a minimum of €25.00 in administration costs. If C.S.X. outsources its claim, the buyer/customer will in addition to the

above costs owed to C.S.X. owe the extra-judicial collection costs of 15% of the invoice amount and the administration costs with a minimum of €650.00.

6. Warranty, liability and complaints

6.1

The products are sold without further guarantees, particularly without any further guarantee or promise concerning material and manufacturing, their processing capabilities, possible applications and marketability.

6.2

The products will be deemed to have been accepted by the buyer/customer and the buyer/customer will be deemed to have waived any complaint unless C.S.X. is informed of a complaint in writing within 8 days after the delivery. The buyer/customer must inspect all shipments without delay.

6.3

C.S.X. is not liable for damage incurred by the buyer/customer due to shortcomings of C.S.X. in the implementation of any agreement concluded between the parties unless the damage is the direct result of intent or gross negligence by C.S.X.

6.4

If C.S.X. pursuant to Article 6.3 is liable for damage incurred by the buyer/customer, this liability will be limited to a free repair of the defect goods or to replacement of these goods or any component thereof or a refund of the purchase price (excluding VAT). This decision is at the discretion of C.S.X.

6.5

C.S.X. is never liable for any direct and/or indirect damage arising from business interruptions, delays, errors or the like or any kind of operational damages, including consequential damage, loss of profits, loss of potential savings, etc. Neither will C.S.X. be liable for direct or indirect costs or damage which directly or indirectly relates to the implementation of the agreements concluded between C.S.X. and the buyer/customer with exception of the provisions of Article 6.3.

6.6

The buyer/customer is not entitled to return a product which it considers defect without permission of C.S.X.

7. Moulds and construction drawings

7.1

If articles are manufactured based on drawings, samples, moulds or other instructions, everything in the broadest sense of the word, which the buyer/customer provides to C.S.X., the buyer/customer guarantees that the manufactured and/or produced goods do not infringe on any patent, brand or usage right or design rights or any other rights of any third party. The buyer/customer indemnifies C.S.X. of all corresponding claims on C.S.X. in this regard. If any third-party objects to the manufacturing and/or delivery based on a supposed right as aforementioned, C.S.X. will solely because of this reason be entitled to immediately end the manufacturing and/or delivery and claim all incurred costs, without prejudice to its claims on the buyer/customer related to further compensation and without C.S.X. being held to pay any form of compensation to the buyer/customer.

7.2

All drawings, sketches, diagrams, samples, models, pictures and the like which are made for C.S.X. and/or delivered to the buyer/customer will remain the property of C.S.X. and may neither in whole or in part be reproduced, used or provided or shown to a third party without the prior written permission of C.S.X. They must be returned immediately to C.S.X. upon request.

8. Applicable law

The agreement is subject to Dutch law. All disputes between the parties based on this agreement or later agreements resulting from it will be heard by the Court in Almelo, provided that compelling competence rules do not forbid this.