

GENERAL CONDITIONS OF SALE DPRA

DUTCH PLASTIC AND RUBBER ASSOCIATION, registered at The Hague, The Netherlands



Article 1 - Applicability

These general conditions of sale (hereinafter: "the General Conditions") apply to all contracts between Supplier and Purchaser, as well as to all offers of Supplier, excluding all possible general conditions of Purchaser.

Every deviation from or modification of the General Conditions requires a prior written confirmation of Supplier in each case.

Modification or waiver of any provision in one case shall not constitute modification or waiver in any other case.

Article 2 - Offers

- a. All offers are without any obligation. Supplier will not be bound until after an order is expressly accepted by Supplier in writing or after Supplier has started performance of the order. Deviations from an order that is confirmed in writing by Supplier will only bind Supplier until after Supplier also has confirmed these deviations in writing.
- b. All pictures, drawings and other data will be as specific as possible, although these data will only bind Supplier when confirmed in writing by supplier in the offer or in the confirmation of the offer.
- c. Upon acceptance of the offer by Purchaser, Supplier is free to revoke the offer within two working days after the acceptance.
- d. Any later additions and/or alterations as well as (oral) promises by Supplier or its staff, representatives, agents or (other) third parties shall only be binding after confirmation in writing by a person authorized thereto by Supplier.
- e. With regard to deliveries for which, because of their nature or quantity, no offer or confirmation of order will be sent, the voucher and/or invoice will be regarded as the confirmation of the order. This voucher or invoice will be deemed to reflect the contract accurately and completely.
- f. Supplier is entitled to charge Purchaser with all costs relating to a complicated offer, if in the end no contract is concluded.

Article 3 - Price

- a. The stated prices are exclusive of Value Added Tax ("BTW"), costs of transportation, packing and insurance.
- b. The charge for installing the goods ready for operation will be separately stated.
- c. Prices are based on the data regarding costs known at the time of contracting. These data are cost price, wages, social and governmental taxes and charges, freight charges, insurance premiums and other costs.
Supplier is entitled to increase prices in the event of increases in the aforementioned costs and charges occurring before the delivery date.
- d. The price quotations only refer to the offered quantities.

Article 4 - Payment

- a. Full payment needs to be received by Supplier not later than 30 days after the date of invoice, without any discount or compensation.
- b. If Purchaser does not fulfil its payment obligations in due time, Purchaser will owe monthly interest to Supplier on the overdue invoice amount(s) without any defaults notice, at a rate equal to a half percent above the statutory interest, as from 30 days after the invoice date.
- c. If Purchaser does not pay in due time, Supplier is entitled to suspend further performance of delivery and/or the installation until Purchaser has fully complied with all its payment obligations. In case Purchaser does not fulfil its payment obligations within a certain period of time set by Supplier, Supplier shall be entitled to declare in writing that the contract is annulled without any judicial intervention.

In addition, Supplier is also entitled to require sufficient guarantee for payment in whatever form.

Supplier reserves the right to exercise all its other rights and remedies, including the right to retrieve already delivered goods as well as Supplier's right to fully recover its damages. In case of retrieval of the goods, Supplier will credit these goods against cost price provided that these goods are in their original state and provided that the remaining amount is paid by Purchaser immediately.

- d. Each payment by Purchaser will serve primarily to payment of due interest as well as to payment of all costs related to the collection of overdue amounts.

Article 5 - Delivery/completion

- a. The agreed upon period of delivery or completion starts on the day that Supplier has all necessary data and documents at its disposal.
- b. The delivery dates stated by Supplier will never be regarded as a fatal term unless explicitly otherwise agreed upon. Therefore, if Purchaser wishes to annul the contract because of non-timely delivery, Purchaser needs to give Supplier notice of default.
- c. Supplier reserves the right to deliver 10% more or less than the ordered quantity.
In the event Purchaser has ordered a specific shore hardness, a tolerance of + or - 5 needs to be taken into account. With regard to the permissible size deviations Supplier refers to the applicable international standards for diligent conduct from the side of Supplier and unless Purchaser is also able to prove that Purchaser cannot be blamed in any way.
- d. Purchaser is obliged to contract for a proper third party indemnity insurance with regard to possible liability for goods which are manufactured partially or completely by Supplier or goods for which Supplier did supply materials and which are passed on by Purchaser to third parties.

Article 6 - Acceptance

In the event that Purchaser has not objected within fourteen days after delivery of the goods Purchaser will be deemed to have accepted the goods notwithstanding the provisions of article 12.a.

In the event Purchaser does object timely, the goods have to be left in unchanged condition until Supplier will have examined the complaints of Purchaser.

Article 7 - Performance

- a. In order to enable Supplier to timely execute the order, Purchaser is responsible that all services to be rendered by third parties in connection with the order will be carried out timely and accurately and also that all the necessary equipment and materials will be ready and delivered in time.

If Purchaser does not meet these obligations and if consequently a delay does occur, the period of completion will be extended in proportion thereto and the costs resulting from it must be borne by Purchaser.

In that case the term of payment for Purchaser will remain unchanged even if the goods are not yet or only partially delivered.

- b. The order is executed under supervision of Supplier and according to Supplier's instructions only.
Supplier is entitled to hire third parties for a proper execution of the contract. If possible the parties will consult each other on this point.

Article 8 – Costs of transportation and administration

- a. The transportation of all goods connected with the order will be for the account and the risk of Purchaser, even if the bill of lading will state otherwise. Purchaser may request insurance of these goods for its own account.
b. Goods returned will only be accepted by Supplier if Supplier has given permission in advance and the goods are sent postage paid.
c. In case of small orders Supplier is entitled to charge extra for administration costs.

Article 9 – Ownership

- a. Drawings, models, molds, castings and everything else relating to the execution of the order, made by or by order of Supplier, will remain the property of Supplier, even if Purchaser has been charged for it.
b. Purchaser is responsible that those drawings, models, and other materials or documents are not multiplied or made available or displayed to third parties. If Purchaser does not meet this obligation, Purchaser is liable for the extra costs or damages resulting from it. Supplier can reclaim the materials concerned at any time.
c. Purchaser is not entitled to sell, process or have processed, create or have created a lien on goods which have not been fully paid for by him.
d. Title to all goods delivered by Supplier to Purchaser and/or set up by Supplier on the location of Purchaser or on the location of Purchaser's Principal shall remain with Supplier for as long as Purchaser has not fulfilled all its payment obligations, including the payment of all interest and costs, arising out of this particular contract or any contract in connection thereto.
For as long as Purchaser does not have title to the delivered goods, Purchaser is not entitled to sell the goods or to dispose of the goods in any other way without the explicit written permission of Supplier.
e. In so far as Supplier is not able to retain title to the goods, Supplier transfers the goods to Purchaser under simultaneous creation of a non-possessory lien (in Dutch called: "bezitloos pandrecht"). In the event that Purchaser does not fulfill its payment- or other obligations towards Supplier, Supplier is entitled to create liens whether possessory or non-possessory (in Dutch called: "vuistpand" or "bezitloos pandrecht") on all the goods owned by Purchaser, whether or not delivered by Supplier, including present as well as future goods and also on all the present and future claims that Purchaser has or will have on third parties.
Purchaser is obliged at its own expense to give its full cooperation to the legal effectuation of the liens referred to in this article.

Article 10 – Force Majeure

- a. In the event that Supplier is not able to execute the order because of Force Majeure Supplier is entitled to perform at a later time or to declare the contract completely or partially annulled without judicial intervention.
Force Majeure includes, among other things, in any case: strike actions, excessive sick-absenteeism among personnel, transportation problems, insufficient supply of raw materials/spare parts, fire, government measures, interruption of operations at ancillary industries, as well as non-performance of ancillary industries.
b. In case of annulment as referred to under article 10.a, Purchaser is obliged to take the goods which are available and pay the purchase price in proportion thereto.
c. In case of Force Majeure Supplier cannot be held to any indemnification at all.
d. In the event that Supplier incurs additional expenses because of impossibility of performance, Supplier is entitled to charge Purchaser for these additional costs.

Article 11 – Liability

- a. Supplier warrants the quality of the goods delivered and/or installed by Supplier.
b. In the event of defects of these goods the liability of Supplier will be limited to the obligations as indicated in article 12.
c. Supplier cannot be held liable for damages caused to the possessions of Purchaser or third parties or for harm inflicted upon human beings during or because of the execution of work, except in case these damages are the result of intentional conduct of highly negligent conduct of Supplier.
d. Supplier cannot be held liable for damages which are the result of the compliance of goods delivered by Supplier with legal or other government requirements concerning the (use of these) goods.
e. Supplier cannot be held liable for damages which are the result of mistakes or omissions of third parties who are by Supplier and with the approval of Purchaser entrusted with the delivery of materials or with the execution of work.
f. The liability of Supplier is limited by:
- the next invoice value of the delivered goods as well as;
- the extent of the coverage of Supplier's product/company indemnity insurances.

Article 12 – Warranties/After Sales Service

- a. In the event that the goods show defects incurred solely because of imperfect manufacturing, construction or installation, within six months after delivery or completion, these goods will, at the option of Supplier, be restored or redelivered.
In that case Supplier cannot be held liable for any additional costs of Purchaser at all.
b. The warranties will not cover the situation where Purchaser has made changes to the delivered or installed goods, or did not use these goods in a regular manner and for a regular purpose.
c. If Purchaser wants to invoke the warranty-provision, Purchaser has to notify Supplier in writing within fourteen days after discovery of the defects or after Purchaser could reasonably have discovered the defects.
The goods will have to be left in unchanged condition since then, until Supplier will have examined the complaints.
d. Purchaser is obliged to examine the delivered goods. Purchaser declares that Purchaser has taken delivery of the goods in good order and free of defects unless Purchaser notifies Supplier in writing of the defects within fourteen days after delivery by Supplier.
Purchaser is deemed to be acquainted with the operation of the delivered goods and is obliged to instruct users accordingly.

- e. Purchaser undertakes to indemnify Supplier for all claims of third parties with regard to goods delivered by Supplier or work executed by Supplier unless it will be determined in court that those claims result directly from highly negligent conduct from the side of Supplier and unless Purchaser is also able to prove that Purchaser cannot be blamed in any way.
- f. Purchaser is obliged to contract for a proper third party indemnity insurance with regard to possible liability for goods which are manufactured partially or completely by Supplier or goods for which Supplier did supply materials and which are passed on by Purchaser to third parties.

Article 13 - Breach of contract

- a. In the event of Purchaser not or not timely having fulfilled any obligation towards Supplier, Supplier will give Purchaser notice of default to fulfill its obligations within eight days.
After expiration of this period Purchaser will have committed breach of contract.
- b. In the event that Purchaser has committed breach of contract, filed a petition for an official moratorium or has stopped its business operations completely or partially, Supplier is entitled to suspend its performance or to declare the contract annulled in writing without any judicial intervention.
- c. In the events referred to in articles 13.a and b., Supplier will also be entitled to damages.

Article 14 - Evidence

In the event of any dispute the data in the administration of Supplier will be considered conclusive evidence except for evidence to the contrary.

Article 15 - Losses

Purchaser is liable for all judicial and extra judicial costs, as well as all costs relating to legal advice, incurred by Supplier while enforcing its claims on Purchaser. These costs amount to €250,- at minimum in every case Supplier needs to enforce these claims.

Article 16 - Applicable law

All contracts are governed by and construed under the laws of the Netherlands.

Article 17 - Disputes

The competent court of jurisdiction will be the District Court (in Dutch called: "Arrondissementsrechtbank") of the district where Supplier has its office established unless the Cantonal Court (in Dutch called: "kantongerecht") has jurisdiction over the dispute.

Article 18 - Copy rights

The copyright of these General Conditions is with the DPRA (Dutch Plastic and Rubber Association) registered at The Hague, The Netherlands.

Except for in-house use, these General Conditions may not completely or partially be multiplied in any way without DPRA's previous permission in writing.

Article 19 – Becoming Effective

These general conditions of July 29th, 1982 were amended on April 8th, 1998 and became effective in this altered form on March 20th 1998, amended on September 30th 2001 and became effective in this form on October 5th 2003. From January 13th, 2006 these general conditions became effective and have been registered at the District Court "Arrondissementsrechtbank" in Alkmaar under number 06/31.

Article 20

In the event of any inconsistency, the Dutch text of these General Conditions will prevail over the English text.

