

GENERAL PURCHASING CONDITIONS INNOVA POLYMERS B.V.

1. Definitions

- 1.1 Innova Polymers: the legal entity 'Innova Polymers B.V.', established and having its registered office in Breda, at Van Coothplein 41 (4811 ND), the Netherlands. Registered with the Dutch Chamber of Commerce (KvK) under number 99576805 and VAT number NL869046767B01.
- 1.2 Supplier: the legal entity or natural person acting in the course of a profession or business, to whom Innova Polymers has issued an Order, with whom Innova Polymers enters into an Agreement, or with whom Innova Polymers has any legal relationship regarding the purchase and delivery of Products.
- 1.3 Agreement: any agreement entered into between Innova Polymers and Supplier relating to the purchase and delivery of Products, any amendment or supplement thereto, as well as all legal acts in preparation for and in performance of that agreement.
- 1.4 Order: the written purchase order (including, without limitation, an order sent by e-mail) from Innova Polymers to Supplier.
- 1.5 Order Confirmation: the written confirmation of the Order by Supplier.
- 1.6 Products: all raw materials, materials, semi-finished products, auxiliary materials, components and/or other goods that are or will be sold and/or delivered by Supplier to Innova Polymers and that are or may be the subject of an Agreement.
- 1.7 Parties: Innova Polymers and Supplier jointly.

2. Applicability

- 2.1 These general purchasing conditions apply to all requests, offers, Orders and (future) Agreements of or with Innova Polymers, and to all legal acts and legal relationships between Innova Polymers and Supplier arising from or related thereto.
- 2.2 Innova Polymers expressly and in advance rejects the applicability of any general (sales) terms and conditions of Supplier.
- 2.3 Deviations from these general purchasing conditions are only valid if and to the extent that Innova Polymers has expressly accepted them in writing. Any such deviation applies solely to the Agreement for which it was agreed and does not set a precedent for future Orders or Agreements.
- 2.4 If any provision of these general purchasing conditions proves to be void or unenforceable, this shall not affect the validity of the remaining provisions. In that event, the Parties shall consult on a replacement provision that reflects, as closely as possible, the purpose and intent of the void or unenforceable provision.
- 2.5 Innova Polymers reserves the right to amend or supplement these general purchasing conditions. Amended conditions apply to Orders placed after the date of amendment.
- 2.6 This is the English translation of the general purchasing conditions. In the event of any difference in interpretation, the Dutch text shall prevail.

3. Conclusion of the Agreement

- 3.1 An Agreement is concluded exclusively through a written Order from Innova Polymers, followed by either a written Order Confirmation from Supplier in accordance with the content of the Order, or (the commencement of) actual performance of the Order by Supplier.
- 3.2 If Supplier's Order Confirmation deviates in any respect from the Order, Innova Polymers is not bound by it and the Agreement is not concluded in accordance with that deviating Order Confirmation, unless Innova Polymers has expressly accepted the deviation in writing.
- 3.3 Innova Polymers is entitled to cancel or amend a placed Order for as long as Supplier has not yet started performance thereof, without thereby becoming liable for damages towards Supplier, save for reimbursement of costs already reasonably incurred by Supplier that are directly attributable to the cancelled Order and that Supplier demonstrates.

1. Price and payment

- 1.1 The agreed prices are fixed and denominated in euros, exclusive of VAT but inclusive of all other costs, including packaging, transport, insurance and administration costs, unless the Parties have agreed otherwise in writing.
- 1.2 Price increases after the Agreement has been concluded are not permitted, unless Innova Polymers has given its prior express written consent thereto.
- 1.3 Supplier shall not invoice prior to (partial) delivery of the Products in accordance with the Agreement, unless otherwise agreed in writing. Invoices shall comply with the applicable statutory (tax) requirements and shall in any case state the Order and/or Order number.
- 1.4 Payment by Innova Polymers shall be made within 30 days of receipt of a correct and complete invoice, unless otherwise agreed in writing. Payment does not constitute acknowledgement of the soundness of the Products delivered and does not affect Innova Polymers' rights under article 7.
- 1.5 Innova Polymers is at all times entitled to set off any amount it is owed by Supplier against any amount it owes to Supplier, regardless of the Agreement or legal relationship from which such claims arise.

2. Delivery

- 2.1 Delivery shall take place DDP (Incoterms® 2020) at the place of delivery designated by Innova Polymers, unless the Parties have agreed otherwise in writing regarding the delivery terms. Supplier bears the risk of loss, damage and destruction of the Products until the moment of actual delivery.
- 2.2 The agreed delivery time is a strict deadline. If it is exceeded, Supplier is in default without any notice of default being required, and Innova Polymers is entitled, without prejudice to its other rights, to dissolve the Agreement in whole or in part, to demand performance and/or to obtain the Products elsewhere at Supplier's expense and risk.
- 2.3 Supplier shall notify Innova Polymers without delay and in writing as soon as it is foreseeable that the agreed delivery time will not be met, stating the reasons and the expected delay.

- 2.4 Partial deliveries are only permitted with the prior written consent of Innova Polymers.
- 2.5 Supplier shall include a packing slip with each delivery stating the Order and/or Order number, quantities and, where applicable, batch numbers and certificates of analysis and/or conformity.

3. Inspection and acceptance

- 3.1 Innova Polymers is entitled to inspect and/or test, or have inspected and/or tested, the Products before, upon or after delivery for quantity, quality and conformity with the Agreement and the applicable specifications.
- 3.2 Inspection, acceptance, use or processing of the Products by Innova Polymers does not constitute acceptance of defects that could not reasonably have been discovered in the process, and does not affect Innova Polymers' rights under article 7 (Conformity and warranty).
- 3.3 If the Products do not conform to the Agreement, Innova Polymers is entitled to return the Products at Supplier's expense and risk, or to hold them at Supplier's disposal, without prejudice to Innova Polymers' other rights.

4. Conformity and warranty

- 4.1 Supplier warrants that the Products comply with the Agreement, the agreed specifications, applicable laws and regulations (including in the field of safety, health, environment and REACH) and the requirements that may reasonably be imposed on the Products, and that the Products are suitable for the use and/or processing for which Innova Polymers intends them, as apparent from the Agreement.
- 4.2 Supplier warrants that, upon delivery, the Products are free from any rights and claims of third parties, expressly including (extended) retention of title, pledges or other security rights of Supplier's own suppliers or financiers, and shall indemnify Innova Polymers against all third-party claims in this respect, without prejudice to the provisions of article 9.
- 4.3 If the Products do not comply with the provisions of this article, Supplier shall be obliged, within a reasonable period to be set by Innova Polymers, to repair or replace them free of charge, or to deliver any missing part, without prejudice to Innova Polymers' right to compensation for damages and/or dissolution of the Agreement.
- 4.4 A complaint by Innova Polymers is timely if made within a reasonable period after the defect was discovered or could reasonably have been discovered, provided that this period shall never be shorter than 8 days after discovery. A complaint suspends Innova Polymers' payment obligation until Supplier has fully complied with its obligations under this article.

5. Intellectual property

- 5.1 All intellectual property rights vested in drawings, specifications, designs, recipes, formulas and other data provided by Innova Polymers to Supplier shall vest exclusively in Innova Polymers (or its licensors). Supplier shall use these solely for the performance of the Agreement and shall not disclose these to, or make them available to, third parties, or use them for its own purposes without the prior written consent of Innova Polymers.

- 5.2 Supplier warrants that the delivery and the use of the Products intended by Innova Polymers do not infringe any intellectual property right of Supplier or of any third party, and shall indemnify Innova Polymers against all third-party claims in this respect.
- 5.3 To the extent that Products, or parts thereof, have been developed or manufactured by Supplier specifically for Innova Polymers (custom-made), including but not limited to recipes, formulas, compositions, drawings, designs, prototypes, test results and other technical specifications created in the context of the Agreement, all intellectual property rights vested therein shall transfer to Innova Polymers by operation of law upon their creation. To the extent that such transfer requires a further instrument, Supplier shall cooperate therewith without delay and free of charge.

6. Ownership and risk

- 6.1 Ownership of the Products shall in any event pass to Innova Polymers at the moment of actual delivery of the Products at the place of destination designated by Innova Polymers.
- 6.2 Innova Polymers does not accept any retention of title by Supplier over the Products, in any form whatsoever, unless Innova Polymers has expressly accepted this in writing prior to the formation of the relevant Agreement. Any retention of title unilaterally stipulated by Supplier in a quotation, order confirmation, invoice, packing slip, general terms and conditions or otherwise, is not binding on Innova Polymers and shall be deemed never to have been agreed, even if Innova Polymers nevertheless receives, uses, processes, on-supplies the Products or pays the invoice.
- 6.3 Innova Polymers is at all times entitled, in the course of its normal business operations, to use, process, mix with other goods and/or on-supply the Products to third parties, even if the Products are subject to a (purported) retention of title by Supplier. To the extent legally required, Supplier waives in advance and unconditionally any right to reclaim the Products after they have been processed, mixed or combined with other goods, or on-supplied to third parties.

7. Liability and insurance

- 7.1 Supplier is liable for all damage suffered by Innova Polymers and/or third parties as a result of a failure by Supplier to perform the Agreement, or as a result of a tortious act by Supplier or by those for whom Supplier is liable.
- 7.2 Supplier shall maintain adequate insurance against liability arising from the Agreement, including in any case product liability and general business liability, and shall provide evidence thereof upon Innova Polymers' first request.
- 7.3 The provisions of this article do not affect Innova Polymers' other rights, including the right to performance, dissolution and (additional) compensation for damages.

8. Confidentiality

- 8.1 Supplier shall keep confidential, and shall not disclose to third parties, all information received from Innova Polymers in connection with the Agreement that it knows or ought reasonably to understand is confidential, except to the extent necessary for the performance of the Agreement and with the prior written consent of Innova Polymers.
- 8.2 Supplier shall impose this confidentiality obligation on any third parties engaged by it in the performance of the Agreement.

9. Force majeure

- 9.1 Force majeure on the part of Supplier shall under no circumstances include: a shortage of raw materials, a shortage of personnel, strikes at Supplier or its suppliers, liquidity or solvency problems of Supplier, or a failure by third parties or suppliers engaged by Supplier, unless Supplier demonstrates that these circumstances were also reasonably unforeseeable and unavoidable for Supplier and should not be at its risk.
- 9.2 If Supplier invokes force majeure, Innova Polymers is entitled to dissolve the Agreement in whole or in part with immediate effect, without being liable for any compensation, without prejudice to Innova Polymers' right to reclaim amounts already paid.

10. Suspension and dissolution

- 10.1 Innova Polymers is entitled to suspend the performance of its obligations or to dissolve the Agreement in whole or in part with immediate effect, without notice of default and without being liable for any compensation, if Supplier fails to perform any obligation under the Agreement, is declared bankrupt, applies for (provisional) suspension of payments, or otherwise loses free control over its assets.

11. Privacy and data processing

- 11.1 Supplier shall implement appropriate technical and organisational measures to secure (personal) data against loss or any form of unlawful processing.
- 11.2 Innova Polymers advises reviewing Innova Polymers' privacy statement for more information on how Innova Polymers processes personal data.

12. Transfer of rights and obligations

- 12.1 Supplier is not entitled to transfer, in whole or in part, any rights and/or obligations under the Agreement to third parties without the prior written consent of Innova Polymers.
- 12.2 Innova Polymers is at all times entitled to transfer, in whole or in part, any rights and obligations under the Agreement to a company affiliated with it or to a third party, without the prior consent of Supplier.

13. Governing law and jurisdiction

- 13.1 All Agreements between Innova Polymers and Supplier are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is excluded.
- 13.2 All disputes that may arise between the Parties in connection with an Agreement, or in connection with further agreements resulting therefrom, shall be submitted exclusively to the competent court of the Rechtbank Zeeland-West-Brabant.