

GENERAL TERMS AND CONDITIONS OF SALE INNOVA POLYMERS B.V.

1. Definitions

- 1.1 **Innova Polymers**: the private limited liability company 'Innova Polymers B.V.', having its registered office and principal place of business in Breda, at Van Coothplein 41 (4811 ND), registered with the Dutch Chamber of Commerce under number 99576805 and VAT number NL869046767B01.
- 1.2 **Customer**: the legal entity or natural person acting in the course of its profession or business, or a consumer, to whom Innova Polymers has made an offer to enter into an agreement, or with whom Innova Polymers enters into an agreement, or with whom Innova Polymers otherwise maintains any legal relationship, or for whom Innova Polymers performs any legal act.
- 1.3 **Agreement**: any agreement entered into between a Customer and Innova Polymers, any amendment or supplement thereto, as well as all legal acts performed in preparation for and in execution of such agreement.
- 1.4 **Quotation**: the offer as presented via email by Innova Polymers.
- 1.5 **Order**: the Customer's acceptance/confirmation of the Quotation.
- 1.6 **Products**: all types of products/goods sold and/or delivered by Innova Polymers that may be the subject of an Agreement, taking into account the business activities of Innova Polymers.

2. Applicability

- 2.1 These general terms and conditions apply to all offers and Quotations of Innova Polymers and to all (future) Agreements and apply to all legal acts and legal relationships between Innova Polymers and the Customer.
- 2.2 Innova Polymers expressly rejects the applicability of any other terms and conditions of the Customer or of any third party.
- 2.3 If these general terms and conditions conflict with any (general) terms and conditions of the Customer that have been declared applicable to an agreement by Innova Polymers and/or the Customer, the provisions of these general terms and conditions shall prevail.
- 2.4 If any provision of these general terms and conditions is deemed null and void or unenforceable by a court, such nullity or unenforceability shall not affect the validity or enforceability of the remaining provisions of these general terms and conditions.
- 2.5 Innova Polymers reserves the right to amend or supplement these general terms and conditions. Amendments shall be communicated to the Customer by Innova Polymers in a timely manner and in writing.
- 2.6 In exceptional circumstances, deviations from these general terms and conditions may be agreed upon only if explicitly agreed in writing with Innova Polymers.
- 2.7 These general terms and conditions are also available in an English version. In the event of any discrepancy between the Dutch and the English versions, the Dutch version shall prevail.

3. Quotation

- 3.1 All Quotations are non-binding and subject to availability. Unless stated otherwise, Quotations issued by Innova Polymers are valid for no more than thirty (30) days from the date of the Quotation.
- 3.2 Obvious mistakes or errors on the website and in emails, brochures, offers, Quotations, or publications shall not be binding on Innova Polymers.

- 3.3 Innova Polymers shall not be bound by its Quotation if the Customer, in accordance with the principles of reasonableness and fairness and generally accepted standards in commercial practice, should have understood that the Quotation or offer, or any part thereof, contained an obvious mistake or clerical error.
- 3.4 The Quotation contains an accurate description of the Products offered, including their characteristics and prices, whereby deviations in weight and dimensions may occur. The description is sufficiently detailed to enable the Customer to make a proper assessment of the Product. Where Innova Polymers uses images, these are intended to be as accurate a representation as possible of the Products offered; however, deviations in color, weight, and dimensions may occur. Obvious mistakes or errors in the offer shall not be binding on Innova Polymers.
- 3.5 If the acceptance deviates from the offer included in the Quotation on minor points, Innova Polymers shall not be bound thereby. In such case, the Agreement shall not be concluded in accordance with such deviating acceptance, unless Innova Polymers expressly indicates otherwise.
- 3.6 The prices stated in the Quotation are, unless expressly stated otherwise, exclusive of VAT and other government levies, import duties, as well as any costs to be incurred in connection with the Agreement, including shipping and administrative costs, unless otherwise stated in the Quotation.
- 3.7 Offers and Quotations do not automatically apply to future offers and Quotations.
- 3.8 Innova Polymers reserves the right to refuse orders and/or purchases without stating reasons.

4. Formation of the Agreement, Cancellation and Amendments

- 4.1 The Agreement is concluded as soon as Innova Polymers has confirmed the Order received by it to the Customer and shall replace any non-binding Quotations previously issued, as well as any oral arrangements.
- 4.2 Any additional agreements or amendments made at a later stage, as well as agreements with and/or undertakings given by employees of Innova Polymers, shall only be binding on Innova Polymers if and insofar as they have been confirmed in writing by Innova Polymers.
- 4.3 Innova Polymers is entitled to verify whether the Customer is able to meet its payment obligations, as well as to assess all facts and circumstances relevant to the responsible conclusion of the Agreement. If Innova Polymers has reasonable grounds not to enter into the Agreement, it shall be entitled to refuse, suspend, or attach conditions to an Order and/or delivery (including, but not limited to, full advance payment).
- 4.4 Each Agreement is entered into subject to the suspensive condition that the Customer, at the sole discretion of Innova Polymers, proves to be sufficiently creditworthy to fulfil its financial obligations under the Agreement.
- 4.5 Cancellation of an Agreement is not possible unless Innova Polymers and the Customer mutually agree to this. In the event of cancellation, Innova Polymers is entitled to charge the Customer for the costs already incurred by Innova Polymers.
- 4.6 If, during the performance of the Agreement, it appears that proper performance requires the Agreement to be amended or supplemented, the parties shall proceed to amend the Agreement in a timely manner and by mutual consultation. If the nature, scope, or content of the Agreement is amended, whether or not at the request or instruction of the Customer, and the Agreement is thereby amended in qualitative and/or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed amount may be increased or decreased. Innova Polymers shall, where possible, provide a price indication in advance. An amendment to the Agreement may also result in a change to the originally stated term of performance. The Customer

accepts the possibility of amendments to the Agreement, including changes to the price and the term of performance.

4.7 Without thereby being in default, Innova Polymers may refuse a request to amend the Agreement if such amendment could have qualitative and/or quantitative consequences, for example for the Products to be delivered.

5. Offer of Innova Polymers

5.1 All images of Products as well as the associated specifications, colors, dimensions and data as presented by Innova Polymers are for indicative purposes only, unless expressly stated otherwise. The Product ultimately delivered to the Customer may deviate to a certain extent from such images or specifications, and the color, position and dimensions of the actual Product may differ to a certain degree from how the preview was displayed. Such deviations shall not result in the Product failing to conform to the Agreement.

5.2 Innova Polymers is entitled to make changes to its Products and to remove Products from its range.

5.3 Innova Polymers is entitled to engage third parties, such as manufacturers, for the performance of Orders.

5.4 Innova Polymers is entitled to amend the prices in its offer at any time.

5.5 Price increases after the conclusion of the Agreement are only permitted if they result from statutory regulations or provisions, or from increased cost price factors and/or supplier prices for Products that were not (sufficiently) in stock at the time the Agreement was concluded. Such price increases shall be borne by the Customer.

6. Price and Payment

6.1 All prices are stated in euros and are exclusive of VAT or other levies and/or taxes imposed by government authorities.

6.2 The Customer shall pay the amounts owed by it within fourteen (14) days after delivery of the invoice, unless otherwise agreed in writing in the Agreement by Innova Polymers. Invoices are issued on the date of dispatch of the Order.

6.3 Where advance payment has been agreed, the Customer may not assert any rights with respect to the performance of the Agreement until the agreed advance payment has been made in full.

6.4 Set-off of payment by the Customer against any claim it may have against Innova Polymers, as well as suspension by the Customer, is not permitted.

6.5 All payment terms stipulated by Innova Polymers are strict deadlines. In the event of late payment, the Customer shall be in default by operation of law, without any further notice of default being required. If the Customer fails to fulfil its payment obligation(s) in a timely manner, Innova Polymers is entitled (but not obliged) to dissolve the Agreement without judicial intervention. In such case, the Customer shall be liable for the damage suffered by Innova Polymers, including, but not limited to, loss of profit, transport costs and the costs of the notice of default.

6.6 Innova Polymers is entitled to charge the statutory commercial interest as from the due date of the invoice.

6.7 If, due to the Customer's breach, Innova Polymers proceeds with extrajudicial (collection) measures, all costs incurred in connection therewith shall be borne by the Customer. The statutory scale for extrajudicial collection costs (BIK) as of 1 July 2012 shall not apply.

- 6.8 All payments made by the Customer shall first be applied to settlement of all interest and costs due. Only thereafter shall payments be applied to settlement of the oldest outstanding and due invoices, irrespective of any indication by the Customer that the payment relates to a later invoice.
- 6.9 Complaints relating to invoicing must be submitted to Innova Polymers in writing, clearly specifying the nature of the complaint, no later than eight (8) calendar days after the invoice date, failing which the invoice shall be deemed correct.

7. Delivery

- 7.1 Innova Polymers shall exercise the utmost care in the performance of Orders and the delivery of Products. Delivery times and processing times stated by Innova Polymers are indicative only and shall not constitute strict deadlines, unless expressly agreed otherwise in writing.
- 7.2 The Incoterms FCA DDP DDU CFR CIF shall apply to delivery. Unless otherwise agreed in writing, delivery shall take place from a location designated by Innova Polymers. Innova Polymers is entitled to determine the mode of transport up to the place of delivery and to appoint the carrier(s). All Products are shipped at the Customer's expense and risk, unless otherwise agreed in writing.
- 7.3 In the event that the Customer requests a special mode of transport or express delivery, Innova Polymers is entitled to charge additional costs to the Customer (prior to delivery).
- 7.4 Any costs relating to import duties for the import of Products into countries outside the European Union shall be borne by the Customer. The Customer is solely responsible for determining and paying any applicable import duties to the relevant authorities.
- 7.5 The Customer is obliged to take delivery of the Products at the place of delivery. If this is not possible, or if delivery is refused, or if the Customer has failed to provide the required and/or correct information in a timely manner, the Customer shall be in default by operation of law, without notice of default being required, and Innova Polymers shall be entitled to store the Products at the Customer's expense and risk.
- 7.6 Innova Polymers is entitled to deliver in parts (partial deliveries), which may be invoiced separately.
- 7.7 Any agreed delivery period and delivery date shall commence only after Innova Polymers has received all necessary information and payment, insofar as payment is required upon the Order, has been made, or the requested security and/or advance payment has been provided.
- 7.8 If the Customer fails to fulfil its (payment) obligations arising from the Agreement in a timely manner, or if there are reasonable grounds to fear that it will fail to do so, Innova Polymers is entitled to suspend further delivery of Products.
- 7.9 Delayed delivery, insofar as it remains within reasonable limits, shall not give rise to any right to compensation or dissolution of the Agreement.
- 7.10 Innova Polymers is entitled to an extension of the delivery period and/or delivery date if, due to circumstances attributable to the Customer, or due to amendments to the Agreement or to the conditions for performance of the Agreement, Innova Polymers cannot reasonably be required to deliver the Products within the stated delivery period or on the stated delivery date. In the event of force majeure on the part of Innova Polymers, Article 11 shall apply.

8. Transfer of Ownership and Risk

- 8.1 Subject to the provisions of paragraph 2 of this Article, ownership of the Products shall be transferred to the Customer upon delivery.
- 8.2 As long as the Customer has not paid the full purchase price under the Agreement, including any additional (shipping) costs, Innova Polymers shall retain ownership of the Products already

delivered under that Agreement. In such case, ownership shall transfer to the Customer only once the Customer has fulfilled all its obligations towards Innova Polymers.

- 8.3 The Customer is obliged to handle the Products delivered under retention of title with due care and to store them as the identifiable property of Innova Polymers.
- 8.4 The Customer is not entitled to pledge, otherwise encumber, or wholly or partially transfer to third parties the Products delivered under retention of title, as long as ownership thereof has not transferred to the Customer, except insofar as such transfer takes place in the ordinary course of the Customer's business operations.
- 8.5 In the event of attachment, (provisional) suspension of payments, or bankruptcy, the Customer shall immediately inform the bailiff, administrator, or trustee of the (ownership) rights of Innova Polymers and shall simultaneously notify Innova Polymers thereof in writing.
- 8.6 If the Customer fails to fulfil its payment obligations towards Innova Polymers, or if Innova Polymers has reasonable grounds to fear that the Customer will fail to do so, Innova Polymers is entitled to repossess the Products delivered under retention of title. The Customer shall cooperate fully and shall grant Innova Polymers unrestricted access at all times to its premises and/or buildings for the purpose of inspecting the Products and/or exercising Innova Polymers' rights.

Articles 8.7 to 8.18 below apply to sales in Germany

- 8.7 The Products remain the property of Innova Polymers until all current and future claims of Innova Polymers against the Customer, regardless of the legal basis, including outstanding balances on current accounts or claims, have been paid in full.
- 8.8 Acquisition of ownership by the Customer on the basis of Article 950 of the German Civil Code (BGB) in the event of processing or transformation of the Products subject to property rights into a new product is excluded. Processing or transformation or processing of the Products subject to ownership rights shall be carried out by the Customer on behalf of Innova Polymers. If the Customer processes or transforms the Products subject to retention of title together with other products that do not belong to Innova Polymers, Innova Polymers shall be entitled to co-ownership of the new product in proportion to the invoice value of the Products subject to retention of title in relation to the invoice value of the other processed products.
- 8.9 If, when combining or mixing the Products subject to property rights with other products, the Customer acquires full ownership in accordance with Sections 947(2) and 948 of the German Civil Code (BGB), it is hereby agreed that the Customer's property rights to the resulting product or the mixed stock shall be distributed in proportion to the invoice value of the Products subject to property rights in relation to the invoice values of the other processed products. If, when combining or mixing the Products subject to property rights with other products, the Customer acquires full ownership in accordance with Articles 947(2) and 948 of the German Civil Code (BGB), it is hereby agreed that the Customer's property rights to the Products subject to property rights are transferred to Innova Polymers in proportion to the invoice value of the other products, and that the Customer shall store these products free of charge for Innova Polymers. The same provisions apply to the products resulting from processing, combining or mixing as to the Products subject to retention of title. These products are considered products subject to retention of title within the meaning of these general terms and conditions.
- 8.10 The Customer may only resell the Products subject to retention of title in the normal course of business. The Customer is only entitled and authorized to resell the Products subject to retention

of title on condition that the claims arising from the resale, as set out in paragraphs 11 and 12 below, are transferred to Innova Polymers.

- 8.11 The Customer's claims arising from the resale of the Products subject to retention of title are hereby transferred to Innova Polymers, regardless of whether the Products subject to retention of title are sold before or after processing, mixing, or combining, and regardless of whether they are sold to one or more purchasers.
- 8.12 If the Products subject to retention of title are sold by the Customer together with other products that do not belong to Innova Polymers, or if the Products subject to retention of title are sold after processing or mixing with products that do not belong to Innova Polymers, the transfer of the claim on the purchase price shall be limited to the invoice value of the Products subject to retention of title that form the subject of the relevant Agreement or form part of the Agreement.
- 8.13 If the Products subject to the right of retention are used by the Customer for the performance of a contract for work or a contract for the provision of services, the claim arising from the contract for work or the contract for the provision of services shall be transferred in advance to Innova Polymers to the same extent as specified above.
- 8.14 The Customer must immediately notify Innova Polymers of any liens or other interventions by third parties that affect Innova Polymers' rights under the retention of title.
- 8.15 The Customer must insure the Products subject to retention of title against fire and theft. Innova Polymers has the right to request proof of this insurance from the Customer. The Customer hereby assigns to Innova Polymers all insurance claims arising from damage to, destruction of, or theft of the Products subject to the right of ownership. However, in the event of processing or mixing with other products, this assignment is limited to Innova Polymers' share of ownership in the Products subject to the right of ownership.
- 8.16 The Customer is authorized to collect the transferred claims until further notice. The Customer is not authorized to transfer these claims to third parties. Innova Polymers will retain the right of revocation.
- 8.17 The Customer's right to process, transform, mix, or sell Products subject to retention of title, as well as the authority to collect the transferred claims, shall in any case lapse upon cessation of payments by the Customer. Innova Polymers undertakes to release the securities to which Innova Polymers is entitled under the foregoing provisions at the Customer's request insofar as their value exceeds the claims to be secured by more than 20%. Innova Polymers reserves the right to choose which securities it releases.
- 8.18 Insofar as the above provisions concerning retention of title conflict with the other terms and conditions of Innova Polymers, the above provisions shall prevail exclusively. If any of the above provisions is invalid, the validity of the other provisions shall remain unaffected.

9. Conformity and Warranty

- 9.1 Innova Polymers does not provide any warranty on the Products under any circumstances, subject to the provisions of this Article.
- 9.2 Innova Polymers undertakes to deliver Products to the Customer that conform to the Agreement, the specifications stated in the offer, and the reasonable requirements of soundness and/or usability under normal and unmodified use thereof (all as reasonably intended by the parties to the Agreement).
- 9.3 The Customer bears the risk of and is liable for the consequences of the use of the Products, whether used individually or in combination with other products and/or goods. Under no

circumstances shall the liability of Innova Polymers for the consequences of the use of the Products, whether used individually or in combination with other products and/or goods, extend beyond what is provided for in this Article and Article 12 (Liability).

- 9.4 If the Products have been processed and/or modified in any manner by a party other than the Customer, the warranties referred to shall apply only to the Products in their unprocessed and unmodified state.
- 9.5 In particular, Innova Polymers shall not be obliged to compensate any direct or indirect damage (including consequential damage and business interruption losses) caused by defects in the Products delivered by Innova Polymers or by advice provided by Innova Polymers. The Customer is obliged to inspect the Products immediately upon delivery. If it appears that a delivered Product is incorrect, defective, or incomplete, the Customer must notify Innova Polymers of such defects in writing (by email) immediately after discovery, prior to returning the Product to Innova Polymers. In any event, the Customer shall immediately and adequately document the defects (for example, by means of photographs). In the event of such non-conformity, the Customer shall not use the delivered Products and/or (re)deliver them to third parties without the prior consent of Innova Polymers.
- 9.6 The Customer shall no longer be entitled to invoke any alleged non-conformity of delivered Products if it has not notified Innova Polymers thereof in writing and with reasons no later than eight (8) days after delivery, provided that hidden defects must be reported in writing and with reasons within eight (8) days after discovery. Claims based on the assertion that the Products do not conform to the Agreement shall lapse after the aforementioned periods, in view of the nature of the Products delivered.
- 9.7 If, in the opinion of Innova Polymers, it has been sufficiently demonstrated that the Products do not conform to the Agreement, Innova Polymers shall, at its discretion, either replace the defective Products free of charge upon prior return of the defective Products, or deliver the missing items, or grant the Customer a reasonable and proportionate reduction of the purchase price. Upon doing so, Innova Polymers shall have fully discharged its warranty obligations and shall not be liable for any further (damages or compensation).
- 9.8 Complaints shall not suspend the Customer's (payment) obligations.
- 9.9 If it appears that the Customer has unjustifiably invoked non-conformity and/or warranty, all investigation and ancillary costs shall be borne by the Customer.

10. Intellectual Property

- 10.1 Innova Polymers (and/or its suppliers) reserves all intellectual property rights, which for the purposes of these general terms and conditions shall include copyright and (un)registered design rights. Nothing in these general terms and conditions shall be construed as transferring any such rights.
- 10.2 Without prior written consent, the Customer is not permitted to register or cause to be registered (the appearance of) a Product of Innova Polymers as a trademark or design right.
- 10.3 The Customer is not permitted to alter or remove the logos/trade names of Innova Polymers on (the packaging of) the Products, nor to alter or omit any delivered safety or warranty instructions or user manuals relating to the Products.
- 10.4 If third parties allege that the (sale/delivery of the) Products in question infringe their (intellectual property) rights, the Customer shall immediately inform Innova Polymers thereof (prior to reaching any settlement with such third parties or returning any Products).

11. Force Majeure

- 11.1 If Innova Polymers is unable to fulfil its obligations towards the Customer due to a non-attributable failure (force majeure), such obligations shall be suspended for the duration of the force majeure situation.
- 11.2 If the force majeure situation has lasted for two (2) months, both parties shall be entitled to dissolve the relevant Agreement (for the affected part) in writing, without being liable for any costs or damages.
- 11.3 Force majeure on the part of Innova Polymers shall mean any circumstance beyond the control of Innova Polymers as a result of which the performance of (the relevant part of) its obligation towards the Customer is prevented, delayed, or rendered economically unviable, or as a result of which performance of such obligations cannot reasonably be required from Innova Polymers. Such circumstances shall include, but are not limited to, strikes, amended laws or regulations, illness, import, export and/or transit bans, power outages, failures of internet, data networks and telecommunication facilities (for example due to cybercrime or hacking), transport problems, failure by suppliers to perform any obligation, natural and/or nuclear disasters, pandemics, terrorism, and threats of war. Innova Polymers shall notify the Customer as soon as possible of any (potential) force majeure situation.
- 11.4 If, at the time a force majeure situation arises, Innova Polymers has already partially fulfilled its obligations under an Agreement, Innova Polymers shall be entitled to invoice the performance already rendered separately, and the Customer shall be obliged to pay such invoice as if it concerned a separate transaction.

12. Liability

- 12.1 Any liability of Innova Polymers for damages is excluded, including, but not limited to, any additional or substitute compensation in whatever form, compensation for indirect or consequential damage (including damage due to business interruption and reputational damage), third-party claims, or loss of profit.
- 12.2 If, for any reason whatsoever and not attributable to Innova Polymers, the Customer has been unable to take delivery of a Product (in violation of Article 7 of these terms and conditions), Innova Polymers shall not be liable for any damage resulting therefrom and shall not be obliged to deliver a replacement Product.
- 12.3 The total liability of Innova Polymers due to an attributable failure in the performance of an Agreement shall at all times be limited to direct damage and shall be limited to the amount covered and paid out by the insurer. If the insurer does not pay out, or if Innova Polymers is not insured, liability for compensation of direct damage shall be limited to a maximum of fifty percent (50%) of the price agreed for the relevant Agreement (exclusive of VAT), with an absolute maximum of EUR 45,000. Innova Polymers shall never be liable for indirect damage, consequential damage, or business losses of the Customer.
- 12.4 The provisions of this Article shall not affect liability arising from intent or willful misconduct on the part of Innova Polymers.
- 12.5 All claims by the Customer arising from any failure on the part of Innova Polymers shall lapse if such claims have not been reported to Innova Polymers in writing and with reasons within one (1) year after the Customer became aware, or could reasonably have become aware, of the facts

on which the claims are based. In any event, all claims by the Customer shall lapse one (1) year after termination of the Agreement.

13. Privacy and Data Processing

- 13.1 Innova Polymers shall take appropriate technical and organizational measures to protect (personal) data against loss or any form of unlawful processing.
- 13.2 Innova Polymers advises the Customer to consult the Innova Polymers privacy statement for more information on how Innova Polymers processes personal data.

14. Assignment of Rights and Obligations

- 14.1 Without the prior written consent of Innova Polymers, the Customer is not entitled to assign or transfer to third parties any rights or obligations arising from an Agreement.
- 14.2 Innova Polymers reserves the right to assign or transfer, in whole or in part, its rights and obligations under an Agreement to a third party without the prior consent of the Customer. The Customer shall, at the first request of Innova Polymers, provide all cooperation deemed necessary by Innova Polymers for such assignment.

15. Governing Law and Competent Court

- 15.1 Agreements between Innova Polymers and the Customer shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 15.2 All disputes that may arise between the parties in connection with any Agreement or based on tort shall be submitted to the exclusive jurisdiction of the District Court of Zeeland–West Brabant.