

General Purchase Conditions of PlastChem version February 2024

Whereas

PlastChem is a company that develops and produces (Business to Business) PVC compounds with any desired property. PlastChem has several disciplines. Semi-finished products are produced and supplied from the factory, such as granulate, dry blend and HSP – in bulk, in bags, in bigbags or octobins. PlastChem also gives other entrepreneurs the opportunity to use the laboratory to develop their products – experimentally or otherwise – with the aim of processing them into raw materials or semi-finished products. PlastChem also carries out order compounding, where work is carried out on the basis of an order using PlastChem's own machines. PlastChem is also engaged in the purchase and sale of PVC compounds.

These General Purchase Conditions have been drawn up to provide clarity regarding the rights and obligations of the parties with regard to the agreement that the Contractor has with PlastChem and/or its affiliated legal entities, hereinafter referred to as 'PlastChem'.

Article 1. Definitions

In these General Purchase Conditions, the following terms are used with the following meaning, unless expressly stated otherwise:

PlastChem: Within these General Purchase Conditions, PlastChem means the following entities:

- the limited company PlastChem B.V. and its affiliated companies, registered with the Chamber of Commerce under number 08072948;
- the limited company P.A.T. Engineering B.V. and its affiliated companies, registered with the Chamber of Commerce under number 08129649;
- the limited company PlastChem Productie B.V. and its affiliated companies, registered with the Chamber of Commerce under number 08129648.

Contractor: PlastChem's counterparty;
Principal: The (intended) client of PlastChem;
Agreement: The Agreement between PlastChem and the Contractor;
Performance: The delivery of goods and/or Work;
Work: The accepted work and/or the provision of services;
Location: The place where the work is carried out and/or the goods are used and/or delivered.

Article 2. Applicability

- a. These General Purchase Conditions apply to all requests, offers or agreements in which PlastChem acts as the purchaser of goods and/or services, with the express rejection of the general terms and conditions of the other party, hereinafter referred to as the Contractor. A copy of these purchasing conditions can be downloaded free of charge from the website www.plastchem.nl/generalpurchaseconditions and will also be sent free of charge upon first request.
- b. These General Purchase Conditions consist of General Provisions and Special Provisions.
- c. The General Provisions, apply to all quotations/offers made to PlastChem, orders placed by us and/or agreements concluded with us. The Agreement also or exclusively applies to:
 - the purchase of goods, in which case the Special Provisions part I apply in addition to the General Provisions.
 - the contracting of work and/or provision of services, in which case the Special Provisions part II apply in addition to the General Provisions.
 - the provision of workers by the Contractor, in which case the Special Provisions part III apply in addition to the General Provisions.
- d. In the event of a conflict between the Special Provisions and General Provisions, the Special Provisions will prevail. In the event of a conflict between the conditions as established in the agreement and these General Purchasing Conditions, the conditions as established in the agreement shall prevail.
- e. If one or more provisions in these General Purchase Conditions are wholly or partially null and void or annulled at any time, the other provisions stated in these General Purchase Conditions will remain fully in force. In such a case, the parties will enter into consultation to agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the original provisions will be pursued as much as possible.

- f. All provisions in these General Purchase Conditions also apply to the activities of the directors and employees of PlastChem and/or to any third parties or auxiliary persons engaged by PlastChem.

Article 3. Conclusion of an Agreement

- a. A request from PlastChem will be followed by an irrevocable offer from the Contractor.
- b. The prices quoted by the Contractor are in euros, excluding VAT, including all other costs, such as but not limited to costs for exemptions, licenses, permits, transport, insurance, customs activities and guarantees.
- c. An offer is valid for 30 days, unless otherwise agreed in writing.
- d. If a written purchase order follows an offer from the Contractor, the Agreement is concluded at the time that PlastChem sends that purchase order to the Contractor.
- e. Execution of a verbal purchase order can only take place after PlastChem has confirmed the purchase order in writing or PlastChem has provided a purchase order number to the Contractor.
- f. For framework agreements, the Agreement is concluded each time the purchase order for a (partial) delivery, within the framework of the framework agreement, is sent by PlastChem or a purchase order number has been provided to the Contractor.
- g. PlastChem has the right to suspend or cancel a reservation or order free of charge at any time.

Article 4. Amendment to the Agreement

- a. Amendments to (the implementation of) the Agreement or additions to the Agreement can only be made with the written permission of PlastChem.
- b. PlastChem is authorized to change the content of the Agreement in consultation with the Contractor. PlastChem is authorized to make adjustments to designs, recipes, images, drawings, (test) models, formulas, methods and the like with regard to the Agreement. PlastChem will inform the Contractor of the changes in writing as soon as possible.
- c. The Contractor will carry out all changes desired by PlastChem (including, but not limited to: changes in the timetable) if these are technically and organizationally possible. If, in the opinion of the Contractor, a desired change has consequences for the agreed price, quality, quantity and/or date of delivery, it will inform PlastChem in writing as soon as possible before implementing the change, but no later than within 5 (five) working days after notification of the requested change. Failing which, the desired change is deemed to have no consequences for the agreed price, quality, quantity and/or date of delivery.
- d. The consequences of changes are agreed in writing in advance. If, in the opinion of PlastChem, the consequences for the price, quality, quantity and/or date of delivery are unreasonable in relation to the nature and extent of the change, or if no agreement is reached on the consequences of changes, PlastChem has the right to terminate the Agreement by means of a written notice to the Contractor. PlastChem is not liable for the consequences of this termination.

Article 5. Outsourcing and transfer

- a. The Contractor is not entitled, without prior written approval from PlastChem, to outsource the obligations or any part thereof to a third party and/or to transfer one or more of its obligations under the Agreement to a third party.
- b. In the event of outsourcing and/or transfer of obligations by the Contractor to a third party, the Contractor must at all times declare all provisions – written or unwritten – under the Agreement applicable back to back to the agreement with that third party.
- c. The Contractor is not entitled to transfer and/or pledge one or more of its rights under the Agreement to a third party without prior written approval from PlastChem.
- d. Outsourcing and/or transfer of rights and/or obligations does not affect the (obligation to) performance and/or the liability and/or any other obligation of the Contractor under the Agreement.

Article 6. Force majeure

In the event of a non-attributable shortcoming in the performance of the Agreement as referred to in Article 6:75 of the Dutch Civil Code (hereinafter: force majeure), the parties will immediately inform each other of this, as well as of the expected duration of the force majeure situation. The fulfilment of the parties' obligations will be suspended for the duration of the force majeure situation, unless this situation lasts longer than 30 days or the nature of the Agreement precludes suspension. In both latter cases, PlastChem is entitled to terminate the Agreement in whole or in part, without being obliged to pay any form of compensation.

Article 7. Intellectual and industrial property

- a. The Intellectual property rights to the goods made available by PlastChem and created and manufactured at PlastChem's request, remain or become the property of PlastChem, regardless of whether the Contractor has made the goods free of charge. These goods may not be copied, used or

shown to third parties, or used for other commercial purposes other than for which they were provided or manufactured, without the prior express written permission of PlastChem. The Contractor is also expressly prohibited from selling the goods provided by PlastChem to, by or through third parties in any form, unless otherwise agreed in writing. The Contractor is obliged to immediately return all data and documents from PlastChem after the Agreement ends.

- b. If and insofar as the Contractor or any third party can assert intellectual and/or industrial property rights with regard to the delivered goods, the Contractor grants PlastChem an unconditional and unlimited right of use of the delivered goods in time and scope. The right of use also includes the right of PlastChem to grant its customers a right of use of the goods. PlastChem also obtains the fullest possible right of use of inventions applied or developed by the Contractor in the context of the execution of the Agreement. Unless otherwise agreed in writing, PlastChem does not owe the Contractor any separate compensation for this.
- c. The Contractor guarantees the free and undisturbed use by PlastChem of the delivered goods, as well as of inventions applied and/or developed by the Contractor in the context of the Agreement. The Contractor guarantees that it will not infringe the industrial and intellectual property rights of third parties in the performance of the Agreement. The Contractor indemnifies PlastChem against claims from third parties for compensation for damage due to infringement of their industrial and intellectual property rights.
- d. In the event of any infringement as referred to in paragraph c of this article, the Contractor is obliged to acquire a right of use on behalf of PlastChem or, if this is not possible, to replace the delivered goods with equivalent goods that do not infringe intellectual and/or industrial property rights of third parties, or to change the goods in such a way that the infringement is eliminated, all this in consultation with PlastChem and on the condition that the goods continue to comply with the relevant provisions of the Agreement and are suitable for the purpose for which they are intended.

Article 8. Acceptance

- a. Delivery does not imply acceptance.
- b. Within a reasonable period after delivery, PlastChem will examine the Performance, which includes inspection and/or testing. Inspection does not imply acceptance and does not release the Contractor from its obligations under the Agreement. Unless otherwise agreed, the costs of the inspection – with the exception of the costs of the PlastChem staff or its authorized representative responsible for the inspection – will be borne by the Contractor. In the event of a re-inspection, all costs will be borne by the Contractor.
- c. Based on the inspection, PlastChem can:
 - approve; or
 - conditionally approve, on the understanding that the Contractor must resolve one or more remaining issues within a period to be determined by PlastChem; or
 - reject.
- d. In the event of rejection, PlastChem may instruct the Contractor – within a reasonable period to be determined by PlastChem – to still execute the Agreement in accordance with the agreed requirements, whereby PlastChem has the right to give instructions. If the delivered Performance is rejected again, PlastChem can have the Agreement executed (by a third party) at the expense of the Contractor.
- e. Rejection does not in any way imply postponement of the agreed delivery date, unless PlastChem has agreed to an extension in writing.
- f. When PlastChem has approved the Performance in writing, or in the case of conditional approval, the remaining points have been resolved in the written opinion of PlastChem, there is acceptance.
- g. For partial deliveries, PlastChem only carries out preliminary inspections and acceptance will not take place until the entire execution of the Agreement has been completed and provided that the other conditions for acceptance are met.
- h. The Contractor is fully responsible for items not accepted that must be (temporarily) stored or otherwise remain under the control of the Contractor. The Contractor is liable for all damage resulting from total or partial loss, theft, burning or damage in this regard.
- i. Acceptance does not release the Contractor from liability for any visible or invisible shortcomings, regardless of whether PlastChem has carried out an inspection.

Article 9. Billing and Payment

- a. The invoices to be sent by the Contractor to PlastChem must meet the requirements set by or pursuant to the Turnover Tax Act 1968. On the dated and numbered invoice, the Contractor must in any case state the following information clearly and concisely:
 - the contract number and/or purchase order number;
 - the date of the assignment;
 - the work and place(s) of performance to which the invoice relates*;
 - the period and the Performance to which the invoice relates;

- the amount of the wage bill under the Social Insurance Financing Act included in the invoiced amount*;
- name, address and place of residence of the (sub)Contractor;
- a reference to any applicable exemption or reverse charge arrangement;
- the VAT numbers of both the Contractor and PlastChem;
- the date of any advance payment;
- the payroll tax number of the Contractor*;
- the number of the Contractor's G account*;
- the unit price excluding VAT and any prepayment discounts and rebates that are not included in the unit price;
- the taxable amount for each rate or exemption*.

* *In the event of a hiring agreement or the performance of work of a material nature*

- b. The invoice must be accompanied by and be in accordance with delivery notes signed for approval by PlastChem's authorized representative, or with PlastChem's order slips, as well as the man-hour sheets.
- c. The Contractor does not have the right to increase the invoices with a so-called credit restriction surcharge.
- d. Invoices that do not meet the requirements set out in the previous paragraphs of this article will be returned without being processed and will not be paid.
- e. The Contractor will not invoice amounts owed by PlastChem earlier than the date of delivery of the Performance. Upon full and correct execution of the Agreement, PlastChem will pay the relevant invoiced amount 30 days after receipt and approval of that invoice.
- f. PlastChem is at all times entitled to set off amounts that PlastChem owes to the Contractor against everything that PlastChem has or will have to claim from the Contractor at any time, whether due or not.
- g. Payment of the invoice does not in any way imply recognition of the claim in question.
- h. Invoices sent to PlastChem after one year from the delivery of the Performance will not be accepted and upon expiry of that period the Contractor's right to payment of those invoices lapses.
- i. PlastChem is entitled, before payment takes place, in addition to or instead of transfer of ownership, to require the Contractor to provide an unconditional and irrevocable bank guarantee at its expense.

Article 10. Warranty

- a. The Contractor guarantees that the Performance delivered complies with the Agreement and that it has the properties that have been agreed, is free from defects, is suitable for the purpose for which it is intended and complies with the legal requirements and other applicable regulations, both at national and international level, all of this as applicable at the time of delivery.
- b. If the Agreement or the applicable laws and/or regulations do not stipulate otherwise, the Contractor will provide a full warranty on the Performance for a period of at least 24 months after delivery. In appropriate cases, it is not the date of delivery itself, but the date of acceptance by PlastChem that will serve as the starting date for the warranty period.
- c. The Contractor will repair defects and/or imperfections within the warranty period within a reasonable period to be determined by PlastChem. All costs arising from this will be borne by the Contractor.
- d. If the urgency with which repairs must be carried out makes this necessary, PlastChem is entitled, after consultation with the Contractor, to carry out the repair at the expense of the Contractor. In very urgent circumstances, PlastChem may also refrain from prior consultation, in which case PlastChem will notify the Contractor as soon as possible after carrying out the repairs.
- e. If PlastChem sees reason to do so, it may require complete replacement of the Performance. PlastChem will inform the Contractor of this request in writing. The Contractor will then proceed to replacement.
- f. The warranty and the warranty period will start again after acceptance by PlastChem of a repair or replacement carried out to which the warranty provisions apply.
- g. The Contractor will fully indemnify and hold PlastChem harmless against claims from third parties, including its Principal, with regard to warranty claims and all resulting damages.

Article 11. Requirements and suitability

- a. If the Contractor supplies goods, the Contractor will guarantee the overall composition of the goods, including the suitability of the goods for the recipe and/or prescribed method and/or the process used during the work.
- b. Unless otherwise agreed, the following applies to the items supplied by the Contractor:
 - it is pure, contains no foreign substances and is not contaminated;
 - it complies with all relevant environmental and permit requirements and other laws and regulations and the associated appendices;
 - it does not have final-waste status, or at least is not classified as waste according to the law, unless it complies with the accepted Eural code specified by PlastChem;
 - it complies with all other agreements as laid down in the agreement.

- c. Failure to comply with the aforementioned requirements constitutes breach of contract on the part of the Contractor. In addition, if PlastChem is forced to remove, destroy, or otherwise treat or process items based on legislation and regulations or other government measures, all resulting costs and fines will be borne by the Contractor. The Contractor must indemnify and compensate PlastChem for this.
- d. PlastChem has the right to refuse the goods supplied by the Contractor at any time if they do not meet the aforementioned requirements, or if PlastChem only suspects that they do not meet the aforementioned requirements. PlastChem is not liable for the consequences of such a refusal.

Article 12. Confidentiality and Anti-Corruption

- a. Without prior written permission from PlastChem, the Contractor will not communicate to third parties the content of the Agreement or any information relating thereto in the broadest sense of the word that has been brought to the Contractor's attention by PlastChem or a third party in the context of the Agreement or prior requests for statements, unless the normal performance of the Agreement expressly requires that this information be made known to third parties.
- b. The Contractor, including management and employees of the Contractor, is not permitted directly or indirectly to make offers, pledges or promise any other advantage to the management or employees of PlastChem, in order to obtain or retain work or any other advantage. This with the exception of promotional items that normally bear a company logo, with a maximum value of € 100,-.
- c. Events, meals or entertainment may be offered if there is a clear business reason, but costs must be kept within reasonable limits. They may not be offered or received in connection with contract negotiations, tenders, evaluations or other awards.
- d. The Contractor will comply with all applicable laws and regulations, including laws and regulations regarding trade treaties and trade restrictions. The Contractor will apply strict selection criteria with regard to its suppliers, to prevent fraud and corruption and to promote employee rights.

Article 13. Right of suspension

- a. PlastChem is permitted to suspend its payment obligations if the Contractor fails to fulfil its obligations under the Agreement or under the law or if PlastChem suspects that the Contractor will fail to do so, regardless of the extent of the shortcoming and whether or not this shortcoming can be attributed to the Contractor.
- b. The Contractor waives its right of suspension insofar as the suspension will delay or threaten to delay the timely execution of PlastChem's work.

Article 14. Vicarious Tax Liability / Recipients' Liability

- a. The Contractor is not permitted to use workers made available or seconded to carry out the work, unless PlastChem has given the Contractor written permission to do so in advance.
- b. If PlastChem or its Principal is held liable under the Collection of State Taxes Act for (advance) social insurance premiums or taxes not paid by the Contractor and PlastChem pays these premiums or taxes, PlastChem has recourse against the Contractor for the entire amount paid by it plus the statutory interest from the moment PlastChem made the payment. The Contractor must indemnify and compensate PlastChem in this regard.
- c. The Contractor is obliged to strictly comply with the administrative regulations laid down by or pursuant to the Collection of State Taxes Act and to provide the information requested by PlastChem upon first request.
- d. PlastChem always has the right to withhold an amount equal to the percentage stated in the Agreement or – if no percentage has been agreed – 54% of the order amount. This in connection with the social insurance premiums, turnover tax and wage tax owed by the Contractor in connection with the execution of the Agreement, for which PlastChem is jointly and severally liable under the Collection of State Taxes Act, and at PlastChem's discretion:
 - to be paid directly to the Tax Authorities. By direct payment of the withheld amount, PlastChem is fully discharged to the Contractor of the amount paid directly.
 - to be deposited into the Contractor's G account within the meaning of Article 34 and/or Article 35 of the Collection of State Taxes Act 1990.
- e. The Contractor must have:
 - an establishment permit, if required;
 - a man-hour account for all employees, provided in the form desired by PlastChem and upon first request.
 - a payroll tax number and a recent statement from the Tax Authorities concerning its payment behaviour regarding the social insurance premiums and payroll tax due.

Article 15. Liability

- a. The Contractor is liable for all damage that PlastChem, the persons or companies working for it or any other third party, including the Principal, will suffer or has already suffered as a result of a shortcoming attributable to the Contractor, including any business damage and consequential damages, as well as fines paid and discounts given. The liability also includes liability for damage caused by a defect in delivered goods as referred to in Article 6:186 of the Dutch Civil Code (product liability).
- b. The Contractor indemnifies PlastChem against any claim from third parties regarding any compensation for damage as referred to in paragraph a of this article. Third parties include employees of PlastChem as well as those who work on behalf of PlastChem and its Principal.
- c. Compliance with the regulations applied by PlastChem in the field of safety, health and the environment, as well as all other regulations applied by PlastChem, does not release the Contractor from liability for damage in connection with the execution of the Agreement or damage caused by accidents during the execution of the Agreement.
- d. Article 23 of the General Transport Conditions 2002 (Dutch AVC) regarding the right of retention is expressly not applicable.

Article 16. Insurance

- a. Without prejudice to the legal obligation to insure the Contractor, the Contractor is obliged to insure against the financial consequences of (possible) liabilities towards PlastChem. Taking out insurance does not affect the Contractor's liability on the basis of what has been agreed or the provisions of the law.
- b. At PlastChem's request, the Contractor is obliged to make copies of the insurance policies taken out available to PlastChem, as well as copies of the premium payments associated with the insurance policies in question.
- c. The insurance policies referred to in Article 16.a have an insured sum that corresponds to the requirements of the law and/or the full value of the items for which the service is provided. In the absence of an insured sum to be determined, a minimum insured sum of € 5,000,000 applies per claim. The maximum amount insured per claim does not limit the liability of the Contractor based on what has been agreed or on the basis of what is determined by law.
- d. In the absence of insurance as mentioned in this article, the damage must be settled as if the insurance had been taken out by the Contractor, meaning that the Contractor itself is fully liable for the consequences of not taking out the insurance in question.

Article 17. Termination

- a. Subject to the provisions of the law, the Contractor is legally in default in the cases mentioned below and PlastChem is entitled to terminate the Agreement in whole or in part without further notice of default or legal intervention, without prejudice to PlastChem's right to compensation and regardless of the nature or the extent of the shortcoming or its significance;
 - if the Contractor fails to fulfil one or more of its obligations arising from the Agreement or fails to do so on time, so that, among other things, delays in the work or part thereof arise or are to be expected;
 - if the Contractor is declared bankrupt, is granted (temporary) suspension of payments, is admitted to statutory debt restructuring or if the Contractor is placed under guardianship in accordance with the provisions of the law, or if an application is submitted for one of these cases;
 - if one or more of the Contractor's assets are placed under administration;
 - if the Contractor transfers, liquidates or shuts down all or part of its control over its company or part thereof, or if there is a cessation of business operations in any other way;
 - if the Contractor's goods or parts thereof are subject to conservatorship or executory attachment.
- b. After the termination, the claims of PlastChem on the Contractor, including the claim for damages, are immediately due and payable in full.

Article 18. Evergreen clause

The Parties agree that the obligations entered into under articles 7, 12 and 18 will remain in full force and effect after the termination of this Agreement, regardless of the cause of termination.

Article 19. Applicable law and choice of forum

- a. The Agreement is exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

- b. All disputes between the Contractor and PlastChem will be settled exclusively by the competent court within the district where PlastChem is located.
- c. The provisions of paragraph b of this article do not in any way affect the right of PlastChem to apply at any time to the competent court of the place where the Contractor is established, or, if PlastChem so wishes, to apply to the Dutch Arbitration Institute.

Special Provisions I, Purchase of goods

Article 20. Delivery, packaging, transport, storage and installation

- a. Unless the purchase order expressly states otherwise, delivery will be Delivered Duty Paid (DDP), PlastChem, Franseweg 18, Hardenberg, Netherlands, in accordance with Incoterms 2020.
- b. Packaging must comply with international and Dutch regulations.
- c. The Contractor must:
 - provide a commercial invoice in accordance with the purchase agreement, as well as any other proof of conformity required by the agreement.
 - package and mark the goods in a manner suitable for transport.
 - a packing list must be attached to the outside of each package containing the contents of the shipment, the quantity (bundle, packages, unit) and the correct delivery address.
 - the Contractor must furthermore provide PlastChem, at the expense of the Contractor, with every document and notification required to enable PlastChem to receive the goods.
- d. All costs associated with the Agreement or its implementation regarding packaging, transport, storage, installation of the goods and the costs of insurance (actual value) of transport, storage and installation will be borne by the Contractor. The Contractor will immediately reimburse PlastChem for these costs, insofar as PlastChem has incurred these costs.
- e. The Contractor guarantees that the delivered goods are clean, uncontaminated and free of pollution. The Contractor is liable for all damage resulting from contamination, pollution or impurity, including in any case additional costs related to cleaning, disposal, destruction, clean-up of the dispersed contamination or contamination in the soil and/or groundwater, however, wherever and by whomsoever caused, including all (consequential) damage and damage as a result of delay.

Article 21. Storage

If the goods are ready for delivery but PlastChem is not reasonably able to receive them at the agreed time, the Contractor will keep the goods free of charge, separately and recognizably intended for PlastChem, secure them and furthermore take all necessary measures to prevent quality reduction until the goods have been delivered.

Article 22. Transfer of ownership and risk

- a. The ownership and risk of the goods as well as parts of the goods, such as spare parts, are transferred to PlastChem upon delivery.
- b. Notwithstanding Article 22 paragraph a, PlastChem acquires ownership of the goods at the time they are stored for PlastChem; However, the risk and costs in the event of storage remain with the Contractor until delivery of the goods.
- c. The Contractor is not authorized to pledge or encumber in any way the items falling under the ownership of PlastChem.
- d. If third parties seize items falling under the ownership of PlastChem or wish to establish or enforce rights thereon, the Contractor is obliged to inform PlastChem of this as soon as can reasonably be expected.
- e. In the event that PlastChem wishes to exercise its ownership rights referred to in this article, the Contractor now gives unconditional and irrevocable permission to PlastChem, or to third parties to be designated by it, to enter all those places where PlastChem's property is located and to retrieve these items.

Article 23. Delivery time

- a. The Contractor will deliver the goods at the time specified in the Agreement. The agreed time or period of delivery is of essential importance. In the event of late delivery, the Contractor will be in default without further notice of default.
- b. As soon as the Contractor knows or expects that the goods cannot be delivered on time, it will inform PlastChem immediately.
- c. Delivery earlier than agreed can only take place after consultation with PlastChem. Earlier delivery does not lead to changes in the agreed time of payment.

- d. If the parties have not agreed in writing on a delay compensation, from the time of default, the Contractor agrees to a fine of 2% of the total order amount per day, including part of a day, with a minimum of € 500. The fine is immediately due and payable, without a notice of default or other prior declaration within the meaning of art. 6:80 BW being necessary. This fine is due in the event of both an attributable and non-attributable shortcoming and without prejudice to any other rights or claims of PlastChem, including in any case the right of PlastChem to claim full compensation. The fine is capped at the total order amount.
- e. If the goods are not delivered in whole or in part at the agreed time, PlastChem has the right, without further notice of default or judicial intervention and without prejudice to its further rights, to terminate the Agreement. This termination extends not only to the goods that have not yet been delivered, but also to the goods that had already been delivered under the same Agreement, if these goods can no longer be used effectively as a result of the non-delivery of the remaining goods.
- f. In the event of termination of the Agreement, PlastChem is entitled to return to the Contractor, at the Contractor's expense and risk, the goods that had already been delivered under the same Agreement but can no longer be used effectively and to reclaim from the Contractor any payments PlastChem may have made for these items.

Article 24. Availability of maintenance and spare parts

If the Agreement stipulates that the Contractor is obliged to carry out maintenance work and/or supply spare parts. The Contractor guarantees that the repair and maintenance of items will remain available at reasonable prices and/or rates for a period of 10 years after the last delivery of the items concerned to PlastChem, unless the Agreement specifies a different period for this.

Article 25. Prices

The agreed price is binding and can never be changed as a result of, but not limited to, changes in exchange rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, prices of raw materials or semi-finished products, wages and other performances owed by the Contractor to third parties.

Special Provisions II, Contracting of work and the provision of services

Article 26. Obligations of the Contractor

- a. The Contractor is obliged to:
 - strictly comply with all obligations towards the employees employed by the Contractor, whether or not hired;
 - strictly comply with all legal obligations to pay social insurance contributions, as well as payroll tax, related to the work assigned to it, and also to strictly comply with the applicable collective labour agreement;
 - observe, generally or at the Location of the work, rest days, public holidays, vacation days or other established or to be determined days off recognized or prescribed by the government or pursuant to a collective labour agreement for the benefit of itself or its employees who perform work under the Agreement, without being able to claim any compensation;
- b. Upon request and free of charge, the Contractor must provide PlastChem with all information required by PlastChem or its Principal for the purpose of their administration obligations.
- c. The Contractor must provide PlastChem with the documents referred to in paragraph b of this article upon request and as often as PlastChem deems it necessary.

Article 27. Laws, Regulations and Permits

- a. The Contractor is responsible for and is expected to be familiar with and to comply with all legal and other regulations, conditions and provisions, including, but not limited to, the regulations regarding order, environmental safety and health, as well as the locally applicable regulations and rules of the Location, of PlastChem and those of PlastChem's Principal.
- b. The Contractor will personally arrange for any permits and safety measures required in connection with the delivery to be made and the execution of the work accepted by it.

Article 28. Personnel

- a. The Contractor is obliged to instruct the personnel about the applicable laws, rules, regulations, and the like, including the regulations applicable to the Principal and PlastChem, and guarantees that the personnel understands all these laws, rules, regulations, and the like.

- b. The Contractor will ensure that the presence of the Contractor and/or staff at the Location will in no way thwart, hinder or impede the progress of the activities of PlastChem, the Principal and/or other companies.
- c. The Contractor is obliged to exclusively follow the instructions and directions given by PlastChem. However, PlastChem may, after consultation with the Contractor, request the Principal to give their instructions directly to the Contractor.
- d. The Contractor guarantees that the personnel have the qualifications and meet the requirements to carry out the work.
- e. The Contractor is obliged to provide the staff with sufficient, effective and appropriate PPE. The Contractor must also ensure that PPE is used correctly and take measures if it is not used or not used correctly. In addition to the legal regulations, the Contractor and the employees made available must follow the (house) rules of the locations where they are located.
- f. If the personnel is not qualified in accordance with the stated requirements or if the personnel acts contrary to the provisions of this article, or if the Principal is not satisfied with the personnel, all at the complete discretion of PlastChem and/or the Principal, PlastChem is entitled to demand that such personnel be removed.

Article 29. Lease and sublease

- a. The Incoterms declared applicable under Article 20 paragraph a apply to rental agreements by analogy with purchase agreements.
- b. The Contractor will also take out all-risk insurance for the benefit of PlastChem for the leased goods with a maximum deductible of € 1,500. Failing which, damage will be settled as if such insurance had existed, with the Contractor being the full risk bearer.
- c. PlastChem is entitled to sublease to its Principal, without any reservations or restrictions, the items it has leased.
- d. In the event of subleasing from PlastChem to its Principal, all insurance obligations imposed on the Contractor, as well as the liability and indemnification provisions intended for the Contractor, are also stipulated for the benefit of PlastChem's Principal.

Article 30. Commencement and completion

- a. The Contractor will commence the execution of the work at the agreed time. The Contractor will carry out the work in accordance with the timetable it has received from PlastChem. The Contractor will deliver its work at the agreed time.
- b. PlastChem has the right to change the order of the work to be carried out if it deems this desirable in connection with the progress of the work, without being obliged to pay any compensation to the Contractor.
- c. As soon as the Contractor knows or should know that delivery will not take place, will not take place on time or will not take place properly, it will immediately inform PlastChem in writing, stating the circumstances that led to this. Without prejudice to the rights accruing to PlastChem, the parties will determine in further consultation when and how proper delivery can still be achieved.

Article 31. Price, quantity and additional work

- a. The agreed prices are fixed. Price increases such as, but not limited to, increases in the price of wages and materials will not be settled.
- b. If this is not clear from what has been agreed, the prices are deemed to include VAT or comparable levies.
- c. Additional work is only eligible for reimbursement if PlastChem has given an express written order to carry it out and the Contractor can submit work orders for the additional work.
- d. If the Contractor requires payment of more than the agreed amount or price, the Contractor is obliged to notify PlastChem of the claim yet to be invoiced no later than 14 days after completion of its work, stating the reasons on the basis of which the Contractor is of the opinion that PlastChem is obliged to pay this. If this claim is not communicated in time, the Contractor's right to claim more than the agreed price will lapse, so that the Contractor is no longer entitled to payment thereof. Notifying PlastChem of this claim in a timely manner does not mean that PlastChem also recognizes this claim.
- e. With regard to the rental of items, Saturdays, Sundays and nationally recognized and Christian holidays are discounted in the rental price. Rental prices are calculated pro rata per day.

Article 32. Payment

- a. Payment is made on the basis of an agreed timetable, or in the absence thereof, after completion of the work. PlastChem is only obliged to pay after:

- the Contractor has delivered the work or a part thereof to which a (term) payment relates to PlastChem in accordance with the Agreement, or after the Contractor has completed a part of the work to the satisfaction of PlastChem;
 - an invoice in accordance with Article 9 of these conditions has been received by PlastChem;
- b. If it has been agreed that PlastChem must pay amounts in advance or by way of an advance, PlastChem has the right at all times to require the Contractor to provide sufficient security for this payment in the opinion of PlastChem.

Special Section III, Provision of labour

Article 33. Provision of labour by the Contractor

- a. The Contractor will ensure that the workers made available meet the training requirements, qualifications and requirements as specified in the Agreement and that the workers made available are fully qualified to carry out the work.
- b. The Contractor will ensure that and is responsible for ensuring that the workers made available fully comply with all rules, regulations, prescriptions and measures relating to safety, environment, health and working conditions and that the workers made available act in accordance with the instructions of PlastChem and/or the Principal.
- c. The workers made available will be provided by the Contractor with the safety equipment as specified in the Agreement. The Contractor is obliged to provide all available workers with sufficient, effective and appropriate PPE. The Contractor must also ensure that PPE is used correctly and take measures if it is not used or not used correctly. In addition to the legal regulations, the Contractor and the workers made available must follow the (house) rules of the locations where they are located.
- d. If workers made available are not qualified in accordance with paragraph 33 paragraph a of this article or if workers made available act contrary to the provisions of paragraph 33 paragraph b of this article, or if the Principal is not satisfied with workers made available, all at the sole discretion of PlastChem and/or the Principal, PlastChem is entitled to require that such workers be removed. In that case, the Contractor will ensure and is responsible for the removal of such workers and will immediately replace such workers with other workers that fully comply with the requirements of this article. All costs involved will be borne by the Contractor.
- e. The workers made available are obliged to identify themselves on Location, upon request, and to show proof of identity.
- f. The Contractor is obliged, at PlastChem's first request, to provide PlastChem with all legally required information regarding the workers, including but not limited to names and BSN numbers.

Article 34. Responsibility, liability and insurance

- a. The Contractor is fully responsible for all actions and omissions of the workers made available, regardless of whether or not these workers are employed by the Contractor.
- b. The Contractor and PlastChem will properly insure themselves and remain insured against the risk of damage that may be caused to third parties by the workers made available during the performance of the work assigned to them by PlastChem. The Contractor will take out and maintain adequate accident insurance for all workers made available for the duration of the agreement.
- c. The Contractor will, at its own expense, enter into and maintain the bonds and insurance policies for its workers with regard to the work to be carried out by its workers.
- d. The Contractor will indemnify PlastChem against any claims from third parties and the workers made available in connection with the Agreement.