

General Terms and Conditions Polymers UpCycling BV

Private limited company Polymers UpCycling BV, (hereinafter: Polymers UpCycling) is registered with the Dutch Chamber of Commerce under number 84810777 and has its registered office at Pascalstraat 10 (1446 TX) in Purmerend. These general terms and conditions have been filed with the Dutch Chamber of Commerce.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly stated otherwise:
2. Offer: Any written offer to the Buyer to deliver Products by the Seller to which these terms and conditions are inextricably linked.
3. Company: The natural or legal person who acts in the exercise of a profession or business.
4. Buyer: The Company that enters into a (distance) Agreement with the Seller.
5. Agreement: The (distance) purchase agreement that extends to the sale and delivery of Products purchased by the Buyer from Polymers UpCycling.
6. Products: The Products offered by Polymers UpCycling are (secondary) raw materials for the manufacture of plastic products in the broadest sense of the word.
7. Seller: The supplier of Products to Buyer, hereinafter: Polymers UpCycling.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer of Polymers UpCycling and every Agreement between Polymers UpCycling and a Buyer and to every Product offered by Polymers UpCycling.
2. Before a (distance) Agreement is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, Polymers UpCycling will indicate to Buyer how Buyer can view the general terms and conditions, which are in any case published on the website of Polymers UpCycling, so that Buyer can easily store these general terms and conditions on a durable data carrier.
3. In exceptional situations, it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with Polymers UpCycling.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms and conditions will remain in force and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
7. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/his, if and insofar as applicable.

Article 3 - The Offer

1. All offers made by Polymers UpCycling are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the offer. An Offer only exists if it has been laid down in writing.
2. The Offer made by Polymers UpCycling is without obligation. Polymers UpCycling is only bound by the Offer if the Buyer's acceptance thereof is confirmed in writing within the period specified in the offer, or if the Buyer has already paid the amount due. Nevertheless, Polymers UpCycling has the right to refuse an Agreement with a potential Buyer for any good reason for Polymers UpCycling.
3. The Offer contains a general description of the Product offered with associated prices so that the Buyer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Polymers UpCycling. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (remotely). Polymers UpCycling cannot guarantee that the colors in the image correspond exactly to the real colors of the Product.
4. Delivery times and terms stated in the Offer of Polymers UpCycling are indicative and, if they are exceeded, do not entitle the Buyer to dissolution or compensation, unless expressly agreed otherwise.
5. A composite quotation does not oblige Polymers UpCycling to deliver part of the goods included in the offer or Offer at a part of the stated price.
6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last, and on the run-out principle.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded when the Buyer has accepted an Offer from Polymers UpCycling in writing by signing the offer and has sent it (by e-mail) to Polymers UpCycling, by means of an explicit unambiguous agreement by e-mail addressed to Polymers UpCycling or by paying for the relevant Product.
2. If the Buyer has accepted the Offer by concluding an Agreement with Polymers UpCycling, Polymers UpCycling will confirm the Agreement with the Buyer in writing, at least by e-mail.
3. If the acceptance (on minor points) deviates from the Offer, Polymers UpCycling is not bound by it.
4. Polymers UpCycling is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Buyer cannot derive any rights from this mistake or error.
5. The right of withdrawal is excluded for the Buyer.

Article 5 - Execution of the Agreement

1. Polymers UpCycling will execute the Agreement to the best of its knowledge and ability.
2. If and insofar as required for proper execution of the Agreement, Polymers UpCycling has the right to have certain activities performed by third parties at its own discretion.
3. The Buyer shall ensure that all information, which Polymers UpCycling indicates is necessary or which the Buyer should reasonably understand to be necessary for the performance of the Agreement, is provided to Polymers UpCycling in a timely manner. If the information required for the execution of the Agreement has not been provided to Polymers UpCycling in time, Polymers UpCycling has the right to suspend the execution of the Agreement.
4. In the performance of the Agreement, Polymers UpCycling is not obliged or obliged to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the instructions result in additional work for Polymers UpCycling, the Buyer is obliged to reimburse the additional or additional costs accordingly.

5. Polymers UpCycling may require security from the Buyer or full payment in advance before proceeding with the performance of the Agreement.
6. Polymers UpCycling is not liable for damage, of whatever nature, that has arisen because Polymers UpCycling has based on incorrect and/or incomplete information provided by the Buyer, unless this incorrectness or incompleteness was known to Polymers UpCycling.
7. The Buyer indemnifies Polymers UpCycling against any claims from third parties who suffer damage in connection with the execution of the Agreement and which are attributable to the Buyer.

Article 6 - Delivery

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not provided all the requested information or has not provided it on time, does not provide sufficient cooperation, or the (down) payment has not been received on time by Polymers UpCycling or any delay occurs due to other circumstances beyond the control of Polymers UpCycling, Polymers UpCycling is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines. The buyer must give Polymers UpCycling notice of default in writing and allow it a reasonable term to still be able to deliver. The buyer is not entitled to any compensation due to the delay that has arisen.
2. The buyer is obliged to take delivery of the goods at the time they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.
3. If the Buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Polymers UpCycling is entitled to store the goods at the expense and risk of the Buyer.
4. If the Products are delivered by Polymers UpCycling or an external carrier, Polymers UpCycling is entitled, unless otherwise agreed in writing, to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise. Polymers UpCycling reserves the choice and method of shipment.
5. Polymers UpCycling undertakes towards the Buyer to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition under normal use. Acceptance of goods without comments or comments on the consignment note or receipt serves as proof that the packaging was in good condition at the time the goods left the warehouse.
6. The risk of damage and loss arising during transport is not for the account of Polymers UpCycling. Polymers UpCycling cannot be held liable for damage or loss during transport provided by third parties.
7. If Polymers UpCycling requires information from the Buyer in the context of the performance of the Agreement, the delivery time will only commence after the Buyer has made available to Polymers UpCycling all information necessary for the performance.
8. If Polymers UpCycling has specified a term for delivery, this is indicative. Longer delivery times apply for any deliveries outside the Netherlands.
9. Polymers UpCycling is entitled to deliver the goods in parts unless this has been deviated from in the Agreement or if the partial delivery does not have an independent value. Polymers UpCycling is entitled to invoice the thus delivered separately.
10. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. Polymers UpCycling reserves the right to refuse delivery if there is a well-founded fear of non-payment.
11. The buyer is not entitled to dissolve the agreement, to suspend payment or to refuse the purchase of the purchased products if there are deviations of up to 25% in size, number, weight, or dimensions of the delivered products or because of minor deviations in the color.

Article 7 - Packaging

1. The buyer is obliged to return loaned packaging empty and in undamaged condition within 14 days. If the Buyer fails to fulfill its obligations with regard to packaging, all costs arising from this will be for its account. Such costs include costs arising from late return shipment and costs of replacement, repair, or cleaning.
2. Co-delivery of packaging takes place in accordance with the conditions of the Offer. Individually calculated packaging does not have to be taken back by Polymers UpCycling and will not be credited.

Article 8 - Investigation, complaints

1. Polymers UpCycling is not responsible for the certificates, permits, data sheets and other documents associated with the Products.
2. Polymers UpCycling does not guarantee that the Products are suitable for the purpose for which the Buyer wishes to designate or use them. The Buyer is responsible for checking whether the Products are suitable for the purpose for which the Buyer intends to use them or to use them.
3. The buyer is obliged to inspect the delivered goods at the time of delivery, but in any case, within 4 days after receipt of the delivered goods, but only to unpack or use them to the extent necessary, to assess whether it keeps the Product. In doing so, the Buyer must investigate whether the correct Products have been delivered and whether the quality and quantity of the delivered goods correspond to the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.
4. The Buyer is obliged to investigate and inform himself in which way the Product should be used. Polymers UpCycling accepts no liability for misuse of the Product by Buyer.
5. Any visible defects or shortcomings must be reported in writing to Polymers UpCycling after delivery at sales@polymers-upcycling.nl. The buyer has a term of 4 days after delivery for this. Non-visible defects or shortcomings must be reported within 4 days of discovery after delivery. In the event of damage to the Product due to careless handling by the Buyer itself, the Buyer is liable for any loss in value of the Product.
6. If a complaint is made in time pursuant to the previous paragraph, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this will only take place with the prior written consent of Polymers UpCycling in the manner indicated by Polymers UpCycling. The direct costs for return shipments are for the account and risk of the Buyer.
7. Polymers UpCycling is entitled to initiate an investigation into the authenticity and condition of the returned Products before proceeding with dissolution of the agreement and refund will be made or a new delivery will be made. The buyer must return the products to Polymers UpCycling within 10 days after a complaint has been made, failing which the obligation of Polymers UpCycling to pay any compensation whatsoever or to a new delivery will lapse. Polymers UpCycling is exclusively obliged to replace the Products delivered by Polymers UpCycling or to refund the stipulated purchase price of the Products. Polymers UpCycling is not obliged to pay any compensation, as a result of whatever cause.
8. Refunds to the Buyer will be processed as soon as possible, but the refund can take no later than 14 days after receipt of the Buyer's declaration of dissolution. Refunds will be made to the previously specified account number.
9. If the Buyer exercises its right to complain, the Buyer has no right to suspend its payment obligation nor to set off outstanding invoices.
10. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to Polymers UpCycling, Polymers UpCycling will send the missing Product(s) or the remaining order at the request of the Buyer. Cancel. The confirmation of receipt of the Products is

leading in this regard. Any damage suffered by the Buyer as a result of the (deviating) scope of the delivery cannot be recovered from Polymers UpCycling.

Article 9 - Prices

1. The prices stated in the Offer are exclusive of VAT and exclusive of any handling, shipping or transport costs, taxes, or other levies, unless expressly stated otherwise.
2. During the period of validity of the Offer, the prices of the Products offered will not be increased, except in the event that there are changes in VAT rates, as a result of legislation and regulations, price changes at the third parties or suppliers engaged by Polymers UpCycling or changes in If the prices of the required raw materials or currency fluctuations, import and export duties (both at home and abroad), shipping costs and/or delivery costs are higher, Polymers UpCycling is entitled to increase the agreed price or compensation accordingly and charge it to the Client.
3. The prices as stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In the case of Products or raw materials for which there are price fluctuations in the financial market and on which Polymers UpCycling has no influence, Polymers UpCycling can offer these Products at variable prices. It is stated in the Offer that the prices are target prices and may fluctuate.

Article 10 - Payment and collection policy

1. Payment should preferably be made in advance within the stipulated period of 14 days in accordance with the Offer in the currency in which the invoice was made using the method indicated.
2. The buyer cannot derive any rights or expectations from a budget issued in advance unless the parties have expressly agreed otherwise.
3. The buyer must make a lump sum payment to the account number and details of Polymers UpCycling made known to it. Parties can only agree on a different payment term after explicit and written permission from Polymers UpCycling.
4. If a periodic payment obligation of the Buyer has been agreed, Polymers UpCycling is entitled to adjust the applicable prices and rates in writing with due observance of a term of 3 months.
5. In the event of liquidation, bankruptcy, attachment, or suspension of payment of the Buyer, the claims of Polymers UpCycling on the Buyer are immediately due and payable.
6. In the event of the previous provision, Polymers UpCycling has the right to deduct the payments made by the Buyer firstly from its costs, secondly from any interest due and finally from the principal sum and the current interest. Polymers UpCycling can, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the attribution. Polymers UpCycling can refuse full repayment of the principal if the outstanding and current interest as well as the costs are not also paid.
7. If the Buyer does not fulfill its payment obligation and has not fulfilled its obligation within the specified payment term in accordance with the invoice, the Buyer is in default. The buyer owes default interest and/or administration costs on the amount still owed, as well as the collection costs, without prejudice to the authority of Polymers UpCycling to claim the extrajudicial collection costs actually incurred.
8. From the date that the Buyer is in default, Polymers UpCycling will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.

9. If Polymers UpCycling has incurred more or higher costs that are reasonably necessary, these costs are eligible for compensation. The judicial and enforcement costs incurred are also for the account of the Buyer.

Article 11 – Retention of title

1. All goods delivered by Polymers UpCycling remain the property of Polymers UpCycling until the Buyer has fulfilled all the following obligations under all Agreements concluded with Polymers UpCycling.
2. The buyer is not authorized to pledge or encumber the items subject to retention of title in any other way if the ownership has not yet been transferred in full.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or assert rights thereon, the Buyer is obliged to inform Polymers UpCycling thereof as soon as can reasonably be expected.
4. In the event that Polymers UpCycling wishes to exercise its property rights referred to in this article, the Buyer already now grants unconditional and irrevocable permission and authorization to Polymers UpCycling or third parties to be designated by them to enter all those places where the properties of Polymers UpCycling and to take those items back.
5. Polymers UpCycling has the right to retain the Product(s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or hand over from Polymers UpCycling. After the Buyer has fulfilled its obligations, Polymers UpCycling will make every effort to deliver the purchased Products to the Buyer as soon as possible, but at the latest within 20 working days.
6. Costs and other (consequential) damage as a result of retaining the purchased Products are for the account and risk of the Buyer and will be reimbursed by the Buyer on first request to Polymers UpCycling.

Article 12 - Warranty

No warranty is given by Polymers UpCycling on the Products.

Article 13 - Suspension and dissolution

1. Polymers UpCycling is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement if the Buyer does not or not fully fulfill the (payment) obligations under the Agreement.
2. In addition, Polymers UpCycling is authorized to dissolve the Agreement existing between it and the Buyer, insofar as it has not yet been performed, without judicial intervention if the Buyer does not timely or properly fulfill the obligations that it has from any agreement with Polymers UpCycling concluded Agreement.
3. Furthermore, Polymers UpCycling is authorized to dissolve the Agreement (or have it dissolved) without prior notice of default if circumstances arise of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise. which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is dissolved, the claims of Polymers UpCycling against the Buyer are immediately due and payable. When Polymers UpCycling suspends the fulfillment of its obligations, it retains its rights under the law and the Agreement.
5. Polymers UpCycling always reserves the right to claim compensation.

Article 14 - Limitation of liability

1. If the performance of the Agreement by Polymers UpCycling leads to liability of Polymers UpCycling towards the Buyer or third parties, that liability is limited to the invoice amount charged by Polymers UpCycling in connection with the Agreement, excluding VAT, unless the damage has arisen due to intent or gross negligence. The liability of Polymers UpCycling is in any case limited to the maximum amount of damage that is paid out by the insurance company per event per year.
2. Polymers UpCycling is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, lost savings, damage due to exceeding delivery times, delay and interest damage and damage as a result of the use/application of the delivered Products is excluded.
3. Polymers UpCycling is not liable for and/or obliged to repair damage caused by the use of the Product.
4. Polymers UpCycling is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.
5. Polymers UpCycling is not liable for damage that is or may be the result of incorrect certificates, permits or other documents associated with the products.
6. Polymers UpCycling does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of Polymers UpCycling, nor for the timely receipt thereof.
7. All claims of the Buyer due to shortcomings on the part of Polymers UpCycling lapse if they are not reported in writing and with reasons to Polymers UpCycling within one year after the Buyer was aware or could reasonably have been aware of the facts on which it bases its claims. All claims of the Buyer shall in any case expire one year after the termination of the Agreement.

Article 15 - Force majeure

1. Polymers UpCycling is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault and that is not for its account by virtue of the law, legal act or generally accepted standards.
2. Force majeure is in any case understood to mean, but is not limited to what is understood in this regard in law and jurisprudence, (i) force majeure of suppliers of Polymers UpCycling, (ii) failure to properly fulfill obligations of suppliers that the Buyer have been prescribed or recommended to Polymers UpCycling, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of the internet, data network and telecommunication facilities (for example due to: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) industrial strikes in Polymers UpCycling's business and (xi) other situations that, in the opinion of Polymers UpCycling, are beyond its control that temporarily or permanently prevent the fulfillment of its obligations.
3. Polymers UpCycling has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Polymers UpCycling should have fulfilled its obligation.
4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.
5. Insofar as Polymers UpCycling has partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure, or will be able to fulfill them, and the part fulfilled or to be fulfilled, an independent value accrues, Polymers UpCycling is entitled to be invoiced separately. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 16 – Transfer of risk

The risk of loss or damage to the Products that are the subject of the Agreement transfers to the Buyer at the moment the goods leave the warehouse of Polymers UpCycling.

Article 17 - Intellectual Property

Rights 1. All intellectual property rights and copyrights of Polymers UpCycling rest exclusively with Polymers UpCycling and are not transferred to Buyer.

2. The Buyer is prohibited from disclosing and/or multiplying, changing, or making available to third parties all documents to which the intellectual property rights and copyrights of Polymers UpCycling rest without the express prior written consent of Polymers UpCycling. If the Buyer wishes to make changes to goods delivered by Polymers UpCycling, Polymers UpCycling must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products to which the intellectual property rights of Polymers UpCycling rest other than as agreed in the Agreement.

Article 18 - Privacy, data processing and security

1. Polymers UpCycling handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, Polymers UpCycling will inform the data subject about this.

2. If Polymers UpCycling is required to provide information security on the basis of the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 19 - Complaints

1. If the Buyer is not satisfied with the Products of Polymers UpCycling and/or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but at the latest within 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported via sales@polymers-upcycling.nl with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Buyer if Polymers UpCycling is to be able to handle the complaint.

3. Polymers UpCycling will respond substantively to the complaint as soon as possible, but no later than 30 calendar days after receipt of the complaint.

4. The parties will try to reach a solution together.

Article 20 - Applicable law

1. Dutch law applies to every Agreement between Polymers UpCycling and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.

2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive. Polymers UpCycling has the right to unilaterally change these general terms and conditions.

3. All disputes arising from or in connection with the Agreement between Polymers UpCycling and the Buyer will be settled by the competent court of the District Court of Noord-Holland, unless mandatory provisions designate another competent court.

Purmerend, October 18, 2022