

JOOSTEN PLASTICS INTERNATIONAL B.V. GENERAL TERMS & CONDITIONS FOR SALE AND CONTRACTING.

Definitions

In these terms and conditions, the terms below are understood to mean:

Client:	the natural or legal entity who has issued an assignment to Joosten Plastics International B.V. for the realisation of work, the performance of work activities, the delivery of products, semi-finished products or any materials or equipment.
Parties:	Contractor and Client

General

Article 1. Applicability of the Joosten Plastics International B.V. general terms & conditions

- 1.1. These terms and conditions apply to every offer, quotation and contract between Joosten Plastics International B.V. and a Client upon which Joosten Plastics International B.V. has stated that these terms and conditions apply, in so far as the parties have not explicitly stated in writing that these conditions do not apply.
- 1.2. These terms and conditions also apply to contracts with Joosten Plastics International B.V., for the performance of which work will be carried out by third parties employed by Joosten Plastics International B.V.
- 1.3. The applicability of any purchasing or other terms and conditions of the Client is expressly excluded.
- 1.4. If one or more provisions of these general terms and conditions become fully or partially invalid or are declared void at any stage, the remaining provisions of these terms and conditions will remain fully applicable. Joosten Plastics International B.V. and the Client will then consult in order to agree on new provisions to replace the invalid or voided provisions, taking into account the purpose and tone of the original provisions as much as possible.
- 1.5. If there is any uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, interpretation must take place 'according to the spirit' of these provisions.
- 1.6. If a situation arises between the parties that is not governed by these general terms and conditions, the situation must be assessed according to the spirit of these general terms and conditions.
- 1.7. If Joosten Plastics International B.V. does not require strict compliance with these terms and conditions, this does not mean that the provisions do not apply. Joosten Plastics International B.V. never loses its right to demand strict compliance with the provisions of these terms and conditions in any case.

Article 2. Quotations and offers

- 2.1. Any quotation or offer made by Joosten Plastics International B.V. shall be non-binding, unless a deadline for acceptance is stipulated in the quotation. Where no deadline for acceptance is stipulated, no rights can be derived from a quotation or offer in any manner whatsoever, if the product or the service or the work related to the quotation or offer have in the interim period become no longer available, can no longer be delivered or realised.
- 2.2. Joosten Plastics International B.V. cannot be bound to its quotations or offers if the Client could reasonably understand that the quotations or offers, or part thereof, include an obvious mistake or clerical error.
- 2.3. Unless otherwise stipulated, the prices mentioned in a quotation or offer exclude VAT and other government levies, as well as any other costs to be incurred in connection with the contract, including travel and accommodation, shipping and administration costs unless otherwise indicated.
- 2.4. Joosten Plastics International B.V. will not be bound if the acceptance differs (on minor points or otherwise) from the offer made in the quotation or offer. Unless Joosten Plastics International B.V. indicates otherwise, the contract will then not be entered into according to this different acceptance.
- 2.5. A combined quotation does not obligate Joosten Plastics International B.V. to fulfil part of the order for a corresponding portion of the stated price. Offers or quotations will not automatically apply to future orders.

Article 3. Contract duration; delivery periods; transfer of risk; performance and amendment of the contract; and price increases

- 3.1. The agreement between Joosten Plastics International B.V. and the Client is entered into for an indefinite period, unless the contrary is evident from the nature of the contract or if parties expressly agree otherwise in writing.
- 3.2. If a period is agreed or stated for the completion of specific work or the delivery of specific items, this will never be a strict deadline. If a period is exceeded, the Client must provide Joosten Plastics International B.V. with a written notice of default. Joosten Plastics International B.V. must be provided with a reasonable period within which to comply with the contract.
- 3.3. Joosten Plastics International B.V. will perform the contract to the best of their knowledge and capacity and in accordance with the requirements of good workmanship. All this on the basis of the knowledge known at that time.
- 3.4. Joosten Plastics International B.V. is entitled to arrange for prescribed work activities to be carried out by third parties. The

applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is specifically excluded.

- 3.5. If work is performed in connection with the contract by Joosten Plastics International B.V. or third parties contracted by Joosten Plastics International B.V. at the location of the Client or a location designated by the Client, the Client will take care of those working for or on behalf of Joosten Plastics International B.V. in reasonable facilities at no cost to Joosten Plastics International B.V.
- 3.6. Delivery is made from the company of Joosten Plastics International B.V. The Client is obligated to receive the goods at the time they are made available. If the Client refuses or fails to provide sufficient information or instructions necessary for delivery, Joosten Plastics International B.V. is entitled to store the goods at the expense and risk of the Client. The risk of loss, damage and devaluation will pass to the Client once the goods are placed under the Client's control.
- 3.7. Joosten Plastics International B.V. is entitled to execute the contract in different phases and to invoice each completed phase separately.
- 3.8. If the contract is performed in phases, Joosten Plastics International B.V. may suspend the performance of those parts that belong to another phase until the Client has approved the results of the previous phase in writing.
- 3.9. The Client shall ensure the timely supply of any information to Joosten Plastics International B.V., which the latter has indicated is necessary or which the Client may reasonably be expected to understand is required for the purposes of executing this contract. If the information required for the purposes of executing this agreement is not supplied to Joosten Plastics International B.V. on time, Joosten Plastics International B.V. shall be entitled to suspend the execution of this contract and/or to charge the Client the customary rates for any additional incurred costs resulting from the delay. The execution period shall not begin until the Client has made the information available to Joosten Plastics International B.V. Joosten Plastics International B.V. shall not be liable for damage of any nature whatsoever that is suffered as a result of Joosten Plastics International B.V. having acted on the basis of any incorrect and/or incomplete information supplied by or on behalf of the Client.

Article 4. Amendment of the contract

- 4.1. If it becomes evident during the performance of the contract that it is necessary to amend or supplement the contract for proper execution thereof, the parties will promptly make the required changes through joint consultation. If the nature, scope or content of the contract is amended, at the request or on the instruction of the Client, competent authorities, etc. and the contract is amended qualitatively and/or quantitatively as a result, this may have consequences for that which was originally agreed. As a result, the amount originally agreed may be increased or decreased. Joosten Plastics International B.V. shall endeavour to provide a prior quotation for this purpose as far as possible. The originally stipulated period of execution for the contract may be altered by a contract amendment. The Client accepts the possibility that the contract may be amended, including an alteration to the price and period of execution.
- 4.2. If the agreement is amended, including by way of a supplement, Joosten Plastics International B.V. will be entitled not to implement those amendments until consent for that purpose has been given by the competent person within Joosten Plastics International B.V. and until the Client has agreed to the price and other conditions stipulated for the performance, including the period determined for execution of the contract. The failure or delay to immediately implement the amended contract will likewise not constitute a breach by Joosten Plastics International B.V. and does not constitute grounds upon which the Client may terminate the contract.
- 4.3. Without thereby being in breach, Joosten Plastics International B.V. may refuse a request to amend the contract, if such amendments will have qualitative and/or quantitative consequences for the work to be performed or items to be delivered.
- 4.4. If the Client fails to properly perform his obligations towards Joosten Plastics International B.V., the Client will be liable for all damage suffered directly or indirectly by Joosten Plastics International B.V.
- 4.5. If Joosten Plastics International B.V. has agreed on a fixed fee or payment for its services with the Client, Joosten Plastics International B.V. shall nevertheless be entitled to raise this fee or payment at any time, in which case the Client shall not be entitled to use this reason to cancel the contract in the event that the increase in price occurred due to a right or duty arising from legislation or regulations, is due to an increase in raw materials, labour costs and so forth, or is based on any other grounds that were not reasonably foreseeable when this contract was concluded.
- 4.6. If a price increase exceeds 10% within three months after the conclusion of the contract, other than as a result of an amendment to the agreement, the Client is only entitled to terminate the contract using title 5, section 3 of Book 6 of the Dutch Civil Code, unless there is a written statement from Joosten Plastics International B.V.
 - stating that they are prepared to execute the contract on the basis of that originally agreed;
 - if the price increase arises from a right to which the Client is entitled or an obligation resting with Joosten Plastics International B.V. under the law;
 - if it is stipulated that the delivery will take place more than three months after the conclusion of the contract;
 - or, in case of the delivery of an item, if it is stipulated that the delivery will take place more than three months after the sale occurs.

Article 5. Suspension, dissolution and early termination of the agreement

- 5.1. Joosten Plastics BV is entitled to suspend the fulfilment of the obligations or to terminate the contract in the event that the Client does not fulfil his obligations under the contract in full or on time; Joosten Plastics International B.V. learns of circumstances after the contract is concluded that give grounds to fear that the Client will not comply with its obligations; if at the conclusion of the contract the Client, after being requested, either does not provide or does not provide a sufficient guarantee of the fulfilment of the obligations under the contract; or if the delay on part of the Client is such that Joosten Plastics International B.V. can no longer expect that the Client will honour the contract against the originally agreed conditions.
- 5.2. Furthermore, Joosten Plastics International B.V. shall be entitled to cancel this contract in the event that circumstances arise which are of such a nature as to render compliance with this agreement impossible, or in the event that any other circumstances arise which are of such a nature that Joosten Plastics International B.V. cannot reasonably be expected to allow this contract to remain in effect without amendment.
- 5.3. If the contract is terminated, the claims of Joosten Plastics International B.V. against the Client will become immediately due and payable. If Joosten Plastics International B.V. suspends fulfilment of the obligations, it will retain its statutory and contractual claims.
- 5.4. If Joosten Plastics International B.V. reverts to suspension or termination, it is in no way liable for damages and incurred costs in any way.
- 5.5. If the termination is attributable to the Client, Joosten Plastics International B.V. will be entitled to compensation for direct and indirect damages, including costs.
- 5.6. If the Client fails to fulfil their obligations in the contract and this failure justifies termination, Joosten Plastics International B.V. is entitled to terminate the agreement with immediate effect and without any obligation to pay any damages or compensation, while the Client, by virtue of default, is required to meet damages or compensation with immediate effect.
- 5.7. If Joosten Plastics International B.V. terminates the contract early, Joosten Plastics International B.V. will arrange for work that is still to be performed to be transferred to third parties in consultation with the Client. This unless the termination is attributable to the Client. If the transfer of the work incurs additional costs to Joosten Plastics International B.V., these costs will be charged to the Client. The Client is obligated to pay these costs within the stipulated period unless indicated otherwise by Joosten Plastics International B.V.
- 5.8. In case of liquidation, a petition for or granting of a moratorium on the payment of debts or bankruptcy, seizure – if and insofar as the seizure is not lifted within three months – against the Client, debt rescheduling or another circumstance whereby the Client can no longer freely dispose of his assets, Joosten Plastics International B.V. will be free to directly terminate the contract with immediate effect or to cancel the order or contract, without any obligation on its side to pay any damages or compensation. In this case, any amounts receivable by Joosten Plastics International B.V. from the Client shall become immediately due and payable.
- 5.9. If the Client cancels all or part of a placed order, the items ordered or prepared for that order, plus any transport and delivery costs and working hours reserved for the performance of the contract, will be charged in full to the Client.

Article 6. Force Majeure

- 6.1. Joosten Plastics International B.V. is not obligated to fulfil any obligations towards the Client if it is hindered from doing so by a circumstance which is not its fault and for which it is not accountable by law, a legal act or according to generally accepted standards.
- 6.2. Force majeure under these general terms and conditions means, in addition to that which is laid down by statute and case law, all external causes, foreseen or unforeseen, over which Joosten Plastics International B.V. has no control, and as a result of which Joosten Plastics International B.V. is unable to fulfil its obligations. Work disputes and strikes at the company of Joosten Plastics International B.V. or at the company of third parties are included. Joosten Plastics International B.V. is also entitled to rely on force majeure if the circumstance that hinders or further hinders the performance of the contract commences after Joosten Plastics International B.V. should have fulfilled its obligation.
- 6.3. Joosten Plastics International B.V. may suspend its obligations under the agreement during the period that the force majeure lasts. If this period lasts longer than two months, either party will be entitled to terminate the contract, without obligation to make a compensation payment for damage to the other party.
- 6.4. In so far as Joosten Plastics International B.V. has partially fulfilled or will be able to partially fulfil its obligations under the contract at the time force majeure occurs, and that portion of the obligations that has been or will be fulfilled has some independent value, Joosten Plastics International B.V. is entitled to separately invoice the portion that has been or will be fulfilled. The Client is obligated to settle this invoice as though a separate contract exists.

Article 7. Payment and collection costs

- 7.1. Payment must be made within 30 days after the invoice date, in a manner to be specified by Joosten Plastics International B.V. and in the currency of the invoice, unless otherwise specified in writing by Joosten Plastics International B.V. Joosten Plastics International B.V. is entitled to issue periodic invoices.
- 7.2. If the Client fails to pay an invoice on time, he or she will be considered to be in default in breach of the law. The Client shall owe interest of 1% per month on the amount outstanding, unless the statutory interest rate is higher, in which case the statutory interest is payable. Interest on the amount outstanding will be calculated from when the Client is in default until the payment is settled on the full outstanding amount.
- 7.3. Joosten Plastics International B.V. is entitled to initially allocate payments made by the Client in the reduction of costs, followed by the interest in arrears and finally in reduction of the principal and accrued interest. Joosten Plastics International B.V. may refuse an offer of payment, without being in breach, if the Client indicates a different order for allocating the payment. Joosten Plastics International B.V. may refuse full repayment of the principal, in the event that the interest in arrears, accrued interest and collection costs are not paid either.
- 7.4. The Client is never entitled to offset the amount outstanding to Joosten Plastics International B.V. Objections to the amount of an invoice do not suspend the payment obligation. The Client that does not appeal to section 6.5.3 (Articles 231 and 247 of Book 6 of the Dutch Civil Code) is not entitled to suspend the payment of an invoice for any other reason.
- 7.5. If the Client is in default or fails to fulfil their obligations, or fails to do so on time, the Client will be held liable for all reasonable costs incurred in obtaining payment out of court. Extrajudicial costs will be calculated on the basis of that which is customary in Dutch debt collection practice, currently the calculation method is carried out according to Rapport Voorwerk II (the Voorwerk II Report). If Joosten Plastics International B.V. incurs higher collection costs and these are reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any court costs and costs of execution that are incurred will also be recovered from the Client. The Client is also liable for interest on the amount outstanding on any collection charges.

Article 8. Legal liability

- 8.1. If Joosten Plastics International B.V. is held liable, this legal liability will be limited to that which is provided for in this article. Joosten Plastics International B.V. shall not be liable for damage of any nature whatsoever that is suffered as a result of Joosten Plastics International B.V. having acted on the basis of any incorrect and/or incomplete information supplied by or on behalf of the Client.
- 8.2. If Joosten Plastics International B.V. is liable for any damage, then the legal liability of Joosten Plastics International B.V. will be limited to a maximum of two times the invoice value of the order, or at least to that portion of the order to which the legal liability relates.
- 8.3. The legal liability of Joosten Plastics International B.V. is in any event always limited to the amount paid out by its insurer, where applicable.
- 8.4. Joosten Plastics International B.V. is only liable for direct damage. It is understood that under direct damage only the reasonable costs incurred to establish the cause and extent of damage in so far as the damage is established as being within the sense of these terms and conditions, any reasonable costs to answer the poor performance of Joosten Plastics International B.V. in so far as this can be attributed to Joosten Plastics International B.V. and reasonable costs incurred to prevent or limit damage if the Client demonstrates that said costs have led to the limitation of direct damage as described in these general terms & conditions. Joosten Plastics International B.V. is never liable for indirect damage, including consequential damage, lost profits, lost savings and damage due to business interruption.
- 8.5. The limitations of liability included in this article will not apply if the damage is due to the wilful misconduct or gross negligence of Joosten Plastics International B.V. or its managerial staff.

Article 9. Indemnity

- 9.1. The Client indemnifies Joosten Plastics International B.V. against any claims by third parties who suffer damage in connection with the performance of the contract, of which the cause is attributable to a party other than Joosten Plastics International B.V. If Joosten Plastics International B.V. is held liable by third parties in that respect, the Client will be obligated to assist Joosten Plastics International B.V. both in and out of court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, Joosten Plastics International B.V. will be entitled to do so itself without giving any prior notice of default. All resultant costs and damage incurred by Joosten Plastics International B.V. and third parties will be at the sole expense and risk of the Client.

Article 10. Intellectual property

- 10.1. Joosten Plastics International B.V. reserves the rights and powers that it is entitled to under de Auteurswet (the Dutch Copyright Act) and other intellectual property laws and regulations. Joosten Plastics International B.V. has the right to use the knowledge that it has

gained through the performance of a contract for other purposes, in so far as any strictly confidential information belonging to the Client is not disclosed to third parties.

Article 11. Applicable law and disputes

- 11.1 Dutch law applies exclusively to all legal relationships involving Joosten Plastics International B.V., even if an obligation is performed in full or partially abroad or if the other party involved in the legal relationship is domiciled abroad. The applicability of the Vienna Sales Convention (CISG) is excluded.
- 11.2 The court at the location of Joosten Plastics International B.V. has exclusive jurisdiction to hear disputes, unless otherwise written in the law. Nevertheless, Joosten Plastics International B.V. has the right to submit a dispute to the competent court according to the law.
- 11.3 The parties may only approach the court once they have done their utmost to resolve the dispute by mutual agreement.

Article 12. Location and amendment of terms and conditions

- 12.1 These terms and conditions are filed at the Chamber of Commerce in Arnhem.
- 12.2 The latest filed version or the version that applied at the time the legal relationship with Joosten Plastics International B.V. was established will apply.
- 12.3 The Dutch text of these general terms and conditions will always be decisive for the interpretation.

Acceptance of work

Article 13. Quotations and offers

- 13.1. If and to the extent that the quotation and offer from Joosten Plastics International B.V. monitors the work performed referred to in Section I "acceptance of work" of Book 7, then the articles below and more specifically Articles 11 to 30 of these terms and conditions also apply.
- 13.2. The written contract shall include, but in any case indicate:
 - a. the location of the work;
 - b. a description of the work;
 - c. according to which drawings, technical specifications, designs and calculations the work will be carried out;
 - d. the time that the work will commence;
 - e. the time that the work will be completed;
 - f. the price of the work that is specified in the quotation, which does not include VAT. Joosten Plastics International B.V. shall indicate the amount due for VAT separately in the quotation;
 - g. or that payment of the contract price will be made in instalments;
 - h. or if any insurance against the risk of price increases will apply to the work, and if so, what type;
 - i. or a provisional sum will be expected and if so, what type;
 - j. or any amounts that will be deductible and if so, what type;
- 13.3. The period within which the work will be completed is determined by either a prescribed date or a number of working days.
- 13.4. Drawings, technical specifications, designs and calculations, which are generated by Joosten Plastics International B.V. or on its behalf, shall remain the property of Joosten Plastics International B.V. They should not be given, shown or made available to third parties with the intention of obtaining a comparable offer. They must not be copied nor otherwise reproduced. If no order is made these documents should be returned, postage paid, to Joosten Plastics International B.V. within 14 days of being requested.

Article 14. Obligations of the Client

- 14.1. The Client shall, in a timely manner, ensure that Joosten Plastics International B.V. receives:
 - information and approvals (including permits, exemptions and acts of disposal) that are necessary for the design of the work in consultation with Joosten Plastics International B.V.;
 - information about the building, the terrain or water in or upon which the work is to be carried out;
 - sufficient opportunity to supply, store and/or dispose of materials and tools;
 - connection possibilities for electrical machines, lighting, heating, gas, compressed air and water.
- 14.2. The Client is responsible for the required electricity, gas and water charges.
- 14.3. The Client must ensure the execution or delivery of work by others, which is not work carried out by Joosten Plastics International B.V., is done in a timely manner to ensure that the execution of the work is not delayed.

Article 15. Legal liability of the Client

- 15.1. The Client is responsible for the structures and working practices prescribed by him or on behalf of him, including the influence that the condition of the soil has upon them and for the orders and instructions given by him or on his behalf.
- 15.2. If building materials or tools that have been made available or, as the case may be, prescribed by the Client are found to have flaws, the Client is liable for any damage caused by them.

- 15.3. The Client is liable for any resulting damages due to the impact of compliance with legal regulations or incorrect decisions made or prescribed by him.
- 15.4. The Client is liable for damage to the work if this is due to work activities or deliveries carried out by him or by third parties on his order.
- 15.5. If, upon conclusion of the contract, the site is contaminated or contamination is found to be coming from the work materials, the Client is liable for the resulting for the consequences and the execution of the arising work.

Article 16. Obligations of Joosten Plastics International B.V.:

- 16.1. Joosten Plastics BV is obligated to perform their duties reliably and in accordance with the requirements of sound work as well as in accordance with the provisions of the contract. Joosten Plastics International B.V. must perform work in such a way as to ensure any injury to person, property or the environment is avoided as much as possible. Joosten Plastics International B.V. is further obligated to follow the orders given by or on behalf of the Client and to follow instructions.
- 16.2. The work must be carried out such that the completion of the work within the agreed period is assured.
- 16.3. The work and its execution are the responsibility of Joosten Plastics International B.V. with effect from the date of commencement until the date upon which the work shall be considered as delivered.
- 16.4. If the nature of the work requires it, Joosten Plastics International B.V. must inform itself about the height and location of any required cables and pipes before the start of work.
- 16.5. Joosten Plastics International B.V. shall be deemed to be familiar with the legal requirements that are important for the execution of the work as well any relevant decisions of public authorities, to the extent they are known on the day of the offer. The consequences associated with the compliance of these legal requirements and decisions are accounted for.
- 16.6. Joosten Plastics International B.V. is obligated to point out any deficiencies in structures prescribed by, or on behalf of, the Client and/or within the Client's processes and/or orders by or on behalf of the Client and/or data and/or instructions, as well as defects in the materials and tools provided or prescribed by the Client, in so far as Joosten Plastics International B.V. knew this or reasonably should have known this.
- 16.7. Joosten Plastics International B.V. indemnifies the Client against claims by third parties for damages, provided that it is a result of the execution of the work done and is due to negligence, carelessness or wrongdoing of Joosten Plastics International B.V., its employees, sub-contractors or suppliers.

Article 17. Legal liability of Joosten Plastics International B.V.

- 17.1. Without prejudice to the legal liability of the parties under the contract or the law, Joosten Plastics International B.V. is liable for damage to the work, unless this damage is due to extraordinary circumstances and Joosten Plastics International B.V., in connection with the nature of the work, has not taken appropriate measures against the harmful consequences and it was not reasonable to expect him to do so.
- 17.2. Joosten Plastics International B.V. is liable for damage to other works and property of the Client to the extent that it is through the execution of the work and is due to negligence, carelessness or wrongdoing of Joosten Plastics International B.V., its employees, sub-contractors or suppliers.

Article 18. Duration of implementation, postponement of delivery and compensation due to late delivery

- 18.1. If the period within which the work will be completed is expressed in working days, one working day will be understood to mean one calendar day, unless it falls on a general or commonly recognised or prescribed by the government or under an industrial agreement rest day, celebration day, or any other non-individual free day. Working days and respectively, half working days, are considered unworkable when the majority of the workers or machines cannot be used by Joosten Plastics International B.V. for at least five hours or two hours respectively through no fault of Joosten Plastics International B.V.
- 18.2. If the completion of the work should be done on a day that is not a working day as described in the first paragraph, the agreed day of delivery will be moved to the next working day.
- 18.3. Joosten Plastics International B.V. has the right to extend the period within which the work will be completed in the event of force majeure, circumstances affecting the Client, or an amendment to the contract or within the terms and conditions of performance, if Joosten Plastics International B.V. cannot be expected to complete the work within the agreed time.
- 18.4. Failure to meet the deadline within which the work will be delivered will result in Joosten Plastics International B.V. making a fixed compensation payment of €25.00 to the Client as described in the first paragraph, unless a different amount is agreed. The fixed compensation payment cannot be offset against the amount outstanding by the Client to Joosten Plastics International B.V.

Considering the length of the delay to the completion date, the completion date shall be determined from, notwithstanding the provisions of Article 9, first paragraph, the date that Joosten Plastics International B.V., in accordance with Article 8, first paragraph, invited the Client to accept the work, provided that the work is subsequently in accordance with the work prescribed in that article or is deemed to have been approved.

- 18.5. If the start or the progress of the work is delayed by factors for which the Client is responsible, the damages and costs arising out of this will be reimbursed to Joosten Plastics International B.V. by the Client.

Article 19. Acceptance and approval

- 19.1. A reasonable time before the date that Joosten Plastics International B.V. considers the work will be completed, Joosten Plastics International B.V. will invite the Client in writing to go over the work and carry out an acceptance check. The acceptance check should take place as soon as possible but no later than eight days after the date referred to above. The acceptance check will be carried out by the Client in the presence of Joosten Plastics International B.V. and seeks to establish whether Joosten Plastics International B.V. has fully discharged its obligations in accordance with the contract.
- 19.2. After the work has undergone an acceptance check, the Client will share any comments in writing with Joosten Plastics International B.V. within eight days, or, in the first instance, if the work has not been accepted, in stating any existing minor defects as referred to in the sixth paragraph and in the latter case, in stating any defects that are the reason for withdrawal of the acceptance. If the work is approved, the date of approval shall be the day on which the relevant notice to Joosten Plastics International B.V. has been sent.
- 19.3. If written notice that the work has not been approved is not received by Joosten Plastics International B.V. within eight days of the acceptance check then the work will be deemed to have been approved on the eighth day after the check.
- 19.4. If the acceptance check is not carried out within eight days of the date referred to in the first paragraph, Joosten Plastics International B.V. can apply again by registered letter addressed to the Client with a request to check the work within eight days. If the Client does not comply with this request, then the work shall be deemed to have been approved on the eighth day after the date referred to in the first paragraph. If the Client complies with this request, then the second and third paragraphs shall apply accordingly.
- 19.5. The work shall be deemed to be approved if and insofar as it is put into use. The date of commissioning of the work or any part thereof shall be the date of approval of the work or of the relevant section.
- 19.6. Small defects, which may be restored during the maintenance period, will be no reason to withhold approval, provided that they do not prevent the commissioning of the work.
- 19.7. With respect to a reinstatement after refraining of approval the above provisions shall apply mutatis mutandis.

Article 20. Delivery and maintenance period

- 20.1. The work shall be considered completely delivered if it is in accordance with Article 8 or it is deemed to have been approved. The day on which the work is or is deemed to have been approved, shall be the date upon which the work will be considered as delivered.
- 20.2. Joosten Plastics International B.V. is obligated to recover small defects as referred to in Article 8, paragraph 6 as soon as possible. The maintenance period shall last for 30 days starting immediately the day after the work is be considered to be as delivered in accordance with the first paragraph. Joosten Plastics International B.V. is obligated to recover faults that become evident during the maintenance period as soon as possible with the exception of those for which the Client, pursuant to Article 4, first paragraph, is responsible, or for which he is liable pursuant to Article 4, second paragraph.

Article 21. Legal liability after delivery

- 21.1. After the maintenance period has come to an end, Joosten Plastics International B.V. is no longer liable for defects in the work, except where the work or any part thereof, can be the fault of Joosten Plastics International B.V., its supplier, sub-contractor or its employees and could not earlier be recognised as defective and that Joosten Plastics International B.V. is notified of the defect by the Client within a reasonable time after discovery.
- 21.2. The claim under the defect referred to in the preceding paragraph shall not be admissible in the event that it is brought after five years from the expiration of the maintenance period.

Article 22. Suspension, termination of work in an incomplete state and cancellation

- 22.1. The Client is authorised to suspend execution of the work in whole or in part. Services, which Joosten Plastics International B.V. are required to take as a result of the suspension will be charged as additional work.

Damage suffered by Joosten Plastics International B.V. as a result of the suspension will have to be reimbursed.

- 22.2. If any damage occurs to the work during the suspension, this will not be at the cost of Joosten Plastics International B.V., provided that the damage incurred in connection with the suspension has been pointed out in writing to the Client in advance.
- 22.3. If the suspension lasts longer than 14 days, Joosten Plastics International B.V. may further request that a proportional payment for the portion of the work already carried out be paid. Account will be taken of the planned work that has not yet been not yet carried out and materials already paid for by Joosten Plastics International B.V.
- 22.4. If the suspension of the work takes longer than a month, Joosten Plastics International B.V. is authorised to terminate the work in an unfinished state. In that case, settlement should be in accordance with the following paragraph.
- 22.5. The Client is always entitled to fully or partially terminate the contract. In that case, Joosten Plastics International B.V. is entitled to the contract price, increased by the costs of expenses he has incurred as a result of the non-completion and reduced by the costs saved by him as a result of the termination. Joosten Plastics International B.V. will send the Client an itemised final statement for which the Client is liable due to the cancellation.

Article 23. Building Materials

- 23.1. All used building materials must be of good quality, suitable for their intended purpose and fully comply with the requirements.
- 23.2. Joosten Plastics International B.V. will provide the Client with the opportunity to inspect the building materials. The inspection must be made at the arrival of the work (possibly upon agreed samples) or at the earliest opportunity thereafter, provided that, in the latter case, this does not put the progress of the work into jeopardy. Joosten Plastics International B.V. is entitled to be present at the inspection or to be represented.
- 23.3. The Client is entitled to investigate building materials supplied by third parties. The Client is liable for the related costs, except in the case of disapproval, in which case the costs will be borne by Joosten Plastics International B.V. Building materials provided by the Client shall be deemed to be approved.
- 23.4. In the event that the building materials are not approved, both the Client and Joosten Plastics International B.V. can request a sample taken in the presence of both parties, is certified and preserved.
- 23.5. The building materials that the Client has stated that he wishes to keep should be removed by him. All other building materials will be removed by Joosten Plastics International B.V. without prejudice to the legal liability of the Client pursuant to Article 4, paragraph 5.
- 23.6. For supplied building materials, the Client bears the risk of loss and/or damage from the moment they begin to be used and during outside normal working hours while they are under the supervision of the Client.

Article 24. Contract variations - additional work and omissions

- 24.1. A settlement concerning additional work and omissions will take place:
- in the case of amendments to the contract or the terms and conditions of execution;
 - in the case of deviations from the amounts of the provisional sums;
 - in the case of deviations of deductible amounts;
 - in the cases referred to in Article 11, paragraph 1, and Article 19.
- 24.2. If, in the final settlement of the work it is shown that the total amount of the work omissions is greater than the total amount for the additional work, Joosten Plastics International B.V. is entitled to an amount equal to 10% of the difference between those totals.
- 24.3. Amendments to the contract or the terms and conditions of execution shall be agreed in writing. The absence of a written contract does not alter the fact that the claims of Joosten Plastics International B.V. and the Client should be reimbursed without prejudice.
- 24.4. Provisional sums are listed in the contract amounts, included in the contract and which are intended for either
- the purchase of building materials, or
 - the purchase of building materials and the processing thereof, or
 - carrying out activities which are not sufficiently specific on the date of the contract and which must be filled in later by the Client. With respect to each provisional sum, the contract will make it clear what each relates to.
- 24.5. In calculating the provisional sums, the costs calculated, or incurred by Joosten Plastics International B.V. will be increased by a contractor fee of 10% to cover those costs.
- 24.6. If a provisional sum relates only to the purchase of building materials, the cost of processing the building materials will be included in the contractor fee and is not charged separately in the contract.

These costs will, however, be settled at the expense of the provisional sum from which the acquisition of the building materials will be deducted in so far as they are higher than the provisional sum that Joosten Plastics International B.V. reasonably had to take into account.

- 24.7. If a provisional sum relates to the purchase of building materials and the processing of the building materials, the cost of processing the building materials will be included in the contractor fee and charged against the provisional fee.
- 24.8. If deductible amounts are included in the agreement and these amounts are too high or too low to effect the work, reimbursement of these amounts will take place.

Article 25. Joosten Plastics International B.V. in default

- 25.1. If Joosten Plastics International B.V. fails in its obligations in respect of the commencement or continuation of the work and the Client wishes to urge him in this context, the Client shall urge him in writing to commence or continue the work as soon as possible.
- 25.2. The Client is entitled to exercise the right to have the work completed by a third party if after a period of 7 days after receipt of the notice referred to in the previous paragraph Joosten Plastics International B.V. fails to commence or continue the work. In that case, the Client has a right to seek compensation in respect of the consequential damages and costs resulting from the default of Joosten Plastics International B.V.
- 25.3. The Client shall ensure that costs incurred as a result of the default by Joosten Plastics International B.V. from the preceding paragraph remain within reasonable limits.

Article 26. Amended execution

- 26.1. If during the execution of the work it becomes apparent that the work or part thereof may require an amendment due to unforeseen circumstances, this will only occur by the party that first becomes aware of this circumstance in consultation with the other party.
Joosten Plastics International B.V. will indicate the financial implications to the Client.
An amended version will be settled for the execution of additional work and/or omissions.

Delivery of products, semi-finished products or raw materials

Article 27. Delivery contract

- 27.1. In the case that and to the extent that the quotation and offer from Joosten Plastics International B.V. monitors delivery of products, partial products or any raw materials then the below, and more specifically Articles 32 to 35 of these terms and conditions, also apply.

Article 28. Retention of title

- 28.1. The goods delivered by Joosten Plastics International B.V. under the contract remain the property of Joosten Plastics International B.V. until the Client has fulfilled all contractual obligations to Joosten Plastics International B.V.
- 28.2. The goods delivered by Joosten Plastics International B.V. that fall under the retention of title according to paragraph 1 may not be resold and may never be used as an instrument of payment. The Client may not pledge or in any other way encumber items that fall under the retention of title.
- 28.3. The Client must always do everything that can reasonably be expected of him to safeguard the right of ownership of Joosten Plastics International B.V. If third parties seize goods delivered by Joosten Plastics International B.V. under a retention of title or wish to establish or enforce rights over those goods, the Client will be obligated to immediately inform Joosten Plastics International B.V. of this. The Client undertakes to insure the items under the retention of title and to keep them insured against fire, explosion and water damage, as well as theft, and to allow Joosten Plastics International B.V. to inspect the relevant insurance policy on demand. In case of any insurance payment, Joosten Plastics International B.V. is entitled to the proceeds. Insofar as necessary, the Client undertakes towards Joosten Plastics International B.V. to henceforth cooperate in everything that is or may prove to be necessary or expedient in that regard.
- 28.4. If Joosten Plastics International B.V. wishes to exercise the right of ownership referred to in this Article, the Client henceforth gives unconditional and irrevocable permission to Joosten Plastics International B.V., and third parties designated by Joosten Plastics International B.V., to enter all premises where property of Joosten Plastics International B.V. is located situated and to repossess those items.

Article 29. Guarantees, inspection and complaints, limitation period

- 29.1. For use outside the Netherlands, the Client must verify whether use is suitable there and complies with the required conditions. In that case, Joosten Plastics International B.V. can offer other guarantees and other terms and conditions in respect of the goods to be supplied or work activities to be performed.
- 29.2. The guarantee in paragraph 1 of this article applies for a period of one year after delivery, unless the nature arising out of the delivered item provides otherwise or the parties have agreed

otherwise. If the guarantee provided by Joosten Plastics International B.V. relates to an item that was manufactured by a third party, the warranty will then be limited to that which is provided by the manufacturer of the item, unless otherwise stated.

- 29.3. Every form of guarantee will lapse if any defect is discovered resulting or arising from injudicious or improper use of the item, its use after the best-before date, or incorrect storage or maintenance by the Client and/or third parties if the Client or third parties, without the consent of Joosten Plastics International B.V., have made alterations or tried to make alterations to the item, attached other items to the item that should not be attached to it or processed or manipulated the item in a manner other than as prescribed. The Client will likewise not be able to rely on the guarantee if the defect arises or is the result of circumstances over which Joosten Plastics International B.V. has no control, including weather conditions (such as for example, but not limited to, extreme rainfall or temperatures) et cetera.
- 29.4. The Client is obligated to inspect, or arrange for a third party to inspect, the delivered item(s) immediately on receipt or when the relevant work activities have been executed. The Client must also check whether the quality and/or quantity of delivered item(s) corresponds to that which was agreed and complies with the requirements that the parties agreed in that regard. Any visible defects must be notified in writing to Joosten Plastics International B.V. within seven days after delivery. Any defects that are not immediately visible, but in any event within fourteen days after their discovery, are to be reported in writing to Joosten Plastics International B.V. The notification must include a description of the defect that is as detailed as possible, so that Joosten Plastics International B.V. is able to provide a suitable response. The Client must give Joosten Plastics International B.V. the opportunity to investigate or arrange for a third party to investigate a complaint.
- 29.5. If the Client complains on time, this will not suspend his obligation to make payments. The Client is also held responsible in that case, to accept and pay for the ordered goods and the assignment that he has given to Joosten Plastics International B.V.
- 29.6. If a defect notification is made later, then the Client is not entitled to repair, replacement or compensation.
- 29.7. If it is an established fact that an item is defective and the relevant complaint was made on time, Joosten Plastics International B.V. must return the item at its discretion and within a reasonable period, or if returning it is not reasonably possible, within a reasonable period of receiving written notice of the defect from the Client, replace or arrange for its repair or pay compensation in lieu of repair or replacement to the Client. In case of replacement, the Client will be obligated to return the replaced item to Joosten Plastics International B.V. and assign ownership thereof to Joosten Plastics International B.V., unless Joosten Plastics International B.V. indicates otherwise.
- 29.8. If it is established that a complaint is unfounded, the resultant costs, including the investigation costs, incurred on the side of Joosten Plastics International B.V. will be fully payable by the Client.
- 29.9. After the expiry of the guarantee period, all costs for repair or replacement, including administration, forwarding and call-out costs will be charged to the Client.
- 29.10. Notwithstanding the statutory time limit, the time limit for all amounts receivable and claims against Joosten Plastics International B.V. and the work carried out by third parties on behalf of Joosten Plastics International B.V. in the performance of a contract is one year.