

Terms and Conditions of Sale and Delivery of DS Groep BV and Affiliated Companies
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Article 1 Definitions

In these General Terms and Conditions, the following terms are understood to have the following meaning:

DS: DS Groep BV, established in Apeldoorn and/or the companies affiliated with DS Groep BV that apply these General Terms and Conditions. These include DS Kunststoffen BV, VKP Kunststoffen BV, Quintus Kunststoffen BV, Lumé Kunststoffen BV and Ebri Kunststoffen BV, whether or not trading under the name DS.

Other Party: the party to whom DS makes an offer or with whom DS has entered into an agreement for the supply of products or services.

Products: products delivered to the Other Party, as well as the performance of services and/or advice provided by DS to the Other Party.

Article 2 Applicability

2.1 These General Terms and Conditions apply to all offers and agreements made by DS. DS is only bound by deviations from these General Terms and Conditions if they have been expressly agreed in writing.

2.2. General terms and conditions of the Other Party or third parties do not apply unless these are expressly agreed in writing.

2.3. In the event that DS has accepted the applicability of the general terms and conditions or terms and conditions of sale of the Other Party, they shall apply only to the relevant transaction. DS' General Terms and Conditions will apply to subsequent transactions unless the applicability of other terms and conditions is again expressly agreed in writing.

Article 3 Offers

3.1. All offers and quotations from DS are free of obligation, even when the offer contains an acceptance deadline.

3.2. Amendments and/or commitments made after the offer, whether verbally or in writing, constitute a new offer, whereby the previous offer lapses.

Article 4 Agreement

4.1. Verbal commitments are only binding on DS if they have been confirmed by DS in writing.

4.2. If DS has made an offer (in writing or otherwise) and that offer is accepted by the Other Party (in writing or otherwise), the intended agreement is not concluded until DS has confirmed this to the Other Party in writing.

4.3. Every agreement entered into by DS is concluded on the resolutive condition that the Other Party is sufficiently creditworthy, at the sole discretion of DS.

Article 5 Prices

5.1. Price lists and advertising materials are subject to change and are not binding on DS.

5.2. DS is entitled to charge the Other Party a proportionate price increase if, after the agreement has been concluded, there is an increase in one or more price-determining factors and/or statutory levies, including wages, premiums, materials and/or exchange rate changes.

5.3. If the price fluctuation exceeds 15% and the price increase does not arise from the law, the Other Party is entitled to dissolve the agreement by written notice, which must reach DS within one week of the announcement of the price increase.

5.5. Price increases resulting from additions and/or amendments to the agreement will be borne by the Other Party.

Article 6 Partial Delivery

6.1. DS is entitled to make partial deliveries.

6.2. Any partial delivery, including the delivery of goods from a composite order, may be invoiced separately; in such a case, payment must be made in accordance with the provisions of the Article "Payment".

Article 7 Packaging

7.1. A deposit for reusable packaging will be charged to the Other Party separately by DS upon delivery of the products.

7.2. The deposit relating to returned packaging, provided it is received in good condition, will be refunded to the Other Party by DS as soon as possible after receipt. Unless otherwise agreed, the costs of returning the packaging will be borne by the Other Party.

7.3. Unless expressly agreed otherwise in writing, the Other Party is not entitled to offset the packaging against other invoices.

7.4. DS does not take back packaging for one-off use.

Article 8 Delivery on Cash on Delivery or Deposit

DS is entitled at all times to make deliveries on cash on delivery or to require a deposit of 50% of the price of the products to be delivered. If the Other Party fails to make the deposit within the specified period, this will suspend DS' obligation to deliver, without prejudice to DS' right, where appropriate, to demand compliance with the agreement or to dissolve the agreement at its discretion.

Article 9 Delivery Terms

9.1. The delivery terms stated by DS are indicative. They should not be regarded as deadlines unless the delivery terms are expressly guaranteed. In the absence of such a guarantee, DS should be given written notice of default and given a reasonable period in which to comply.

9.2. DS is not liable for losses as a result of delays in delivery, irrespective of the cause of the delay, except in the case of intent or gross negligence on the part of DS and/or its managers.

9.3. The Other Party is obliged to collect the goods delivered by DS at the specified

delivery time, failing which all costs arising therefrom (including storage, freight and storage costs) can be charged to the Other Party.

Article 10 Transport

Shipment shall be made in the manner specified by DS. If the Other Party wishes to receive a shipment in a different way, such as by express delivery, the extra costs involved will be at their expense.

Article 11 Quality

11.1. In the event of an offer and/or delivery according to a sample, the sample will be considered to determine the average quality of the structure, the appearance, and the colour of the products to be delivered. Minor deviations in colour and/or surface structure will not constitute grounds for rejection. General quality standards set by the Royal Netherlands Standardisation Institute (NNI) only apply if and in so far as DS has expressly referred to them in the order confirmation. Quality standards other than those stipulated by the NNI are only binding in so far as they are accurately described by the Other Party in their request for delivery and accepted by DS in writing.

11.2 In the event of rejection of the products delivered or to be delivered, DS will be entitled to request an inspection from an approved testing institute to be designated by DS in consultation with the Other Party. The other Party will cooperate fully in this regard. The samples to be used for this purpose must be drawn and sent in the presence of DS or our authorised representative. The costs of the inspection referred to in this Article will be borne by the unsuccessful party.

11.3 DS guarantees that the agreed processing will be carried out in accordance with the measurements, colour samples, models and/or drawings made available by the Other Party. DS is entitled to suspend a processing order until the Other Party has provided the necessary measurements, colour samples, models and drawings in the (digital) formats requested by DS.

11.4 Inspections of the measurements, colour samples, models and drawings conducted by DS are not mandatory. DS is not liable for errors in the information provided by or on behalf of the Other Party.

Article 12 Changes to the Order

12.1. Unless expressly agreed otherwise, a change to the performance agreed with DS will never lead to a reduction in the price agreed for the work.

12.2. DS is entitled to increase the price of a service already agreed if that service is modified at the request of the Other Party, as a result of which DS delivers other quantities and/or other types of product than originally agreed, or DS carries out deviating or more processing than originally agreed. The provisions in this paragraph also apply if the change has not been agreed and confirmed in writing.

Article 13 Complaints.

13.1. The Other Party must submit complaints relating to the quantity of the products delivered to DS in writing within 24 hours. If no complaint is made within this period, the quantities stated on the waybill, delivery note, or similar document issued with the products are deemed to be correct and complete.

13.2. Without prejudice to 13.1, a waybill, delivery note, or similar document issued with the products upon delivery serves as proof of delivery and is deemed to correctly state the quantity of the products, subject to evidence to the contrary from the Other Party. The foregoing does not affect DS' right to prove delivery in another way than by submitting the aforementioned documents.

13.3. Any complaints relating to the invoice or the quality (including but not limited to material, colour, measurements, damage and the quality of processing) of the products delivered by DS must be submitted in writing to DS within 8 working days of receipt of the products or receipt of the invoice respectively, precisely stating the facts to which the complaint relates.

13.4. If it is not reasonably possible to discover the defect within the aforementioned period, the Other Party must submit a written complaint to DS immediately after they have discovered or should have reasonably discovered the defect. Complaints concerning defects discovered after a period of 6 months following delivery will not be dealt with.

13.5. Slight deviations or deviations customary in the sector and difference in quality, number, size or finish, as well as different execution of the work, shall not constitute grounds for complaint.

13.6. Complaints relating to certain products do not affect the Other Party's obligation in respect of other products or parts of the agreement. In the event that DS delivers replacement products, DS becomes the owner of the replaced (old) product.

13.7. The Other Party cannot make a claim against DS regarding defects in the performance relating to the quantity and quality of the products if and in so far as products have already been processed by the Other Party, or the claim was not made within the periods and in the manner specified in these General Terms and Conditions.

13.8. The Other Party cannot make a claim against DS regarding defects in the quality of products as long as the Other Party has not complied with any obligation, including a directly related one, towards DS.

13.9. If a complaint is accepted by DS, DS will be entitled, at its discretion, to redeliver the products delivered or

refund the Other Party for the delivery in question or part thereof. Redelivery or refunding will not take place until the originally delivered products have been returned.

Article 14 Liability and Guarantee

14.1. In the event that DS is liable to the Other Party for damage, the claim of the Other Party will be limited to the amount covered by its insurance in the case in question. If the loss is not covered by insurance for any reason, liability is limited to the amount normally insured by companies in the relevant sector.

14.2. Without prejudice to the foregoing, DS is not liable for the following damage:

- the consequences of deviations in and/or discrepancies between, on the one hand, quality requirements imposed by the Other Party and confirmed to them in writing by DS and, on the other hand, quality requirements imposed on the Other Party by third parties;

- in connection with the processing of purchased products which is carried out by third parties at the request of the Other Party before DS delivers these products to the Other Party;

- in connection with the delivery of products/services which do not form part of DS' normal business operations and which are provided on explicit request as a service.

14.3. Without prejudice to the provisions in Article 14.1, DS' liability is always limited to direct damage to property or persons. This liability does not extend to any trading losses or other consequential losses, including loss of earnings.

14.4. The Other Party will be obliged to indemnify DS or hold it harmless against all claims from third parties for compensation for damage, costs or interest for which DS' liability is excluded in these General Terms and Conditions in relation to the Other Party.

14.5. DS only provides a guarantee on delivered products in so far as DS receives a guarantee from its suppliers. In that case, the guarantee is the same as that obtained by DS from its suppliers. This provision only applies in so far as that application is more favourable to the Other Party than the application of the provisions of these General Terms and Conditions.

Article 15 Retention of Title.

15.1. As long as DS has not received full payment in respect of an agreement between the Parties, the goods delivered pursuant to that agreement will remain the property of DS.

15.2. DS is entitled to reclaim and take possession of these goods if the Other Party fails to comply with their obligations, if they go into liquidation, apply for or have been granted suspension of payment, are declared bankrupt or the goods are attached.

15.3. All acts of disposition relating to the goods sold and delivered are prohibited by the Other Party, as long as they have not fulfilled their payment obligations.

Article 16 Payment

16.1. Unless otherwise agreed in writing, payment by the Other Party must be made within 30 days of the invoice date. This period is considered a deadline, on expiry of which the Other Party is in default. The Other Party is not entitled to offset any claims they might have against DS.

16.3. In the event of non-payment within the terms referred to in paragraph 1, a contractual interest rate equal to 1.5% per month or the statutory (commercial)

interest rate, whichever is higher, is payable from the date of the default.

16.4. In the event of non-payment within the terms referred to in paragraph 1, DS will be entitled to increase the amount that the Other Party owes by adding collection costs. The extrajudicial collection costs are set at 15% of the amount owed, with a minimum of EUR 100.

16.5. In the event of judicial collection, the Other Party will owe the judicial costs, including the full costs of legal assistance and the (liquidated) legal costs if the Other Party is found to be wholly or predominantly in the wrong.

16.6. Payments made by the Other Party will always serve to settle all interest and costs owed and subsequently to settle the claims from the agreement which have been outstanding the longest, even if the Other Party states that the settlement relates to a different claim.

16.7. Any payment discounts agreed upon in writing will lapse if the payments are not received within the agreed term of payment.

16.8. In the event of liquidation, insolvency, bankruptcy or suspension of payment of the Other Party, the claims, on any account whatsoever, are immediately due and payable.

16.9. If the Other Party fails to fulfil, fails to fulfil properly or fails to fulfil on time any obligation arising from the agreement concluded with DS or from a related agreement, or if there is serious doubt as to whether the Other Party is able to fulfil their contractual obligations towards DS, as well as in the case of bankruptcy, debt restructuring, suspension of payments, shut-down liquidation or whole or partial transfer - whether or not as security - of the Other Party's business, including the transfer of a significant part of their receivables or pledging thereof, DS will be entitled without notice of default and without legal intervention, either to suspend the agreement or to dissolve it in whole or in part, without DS being liable for any compensation or guarantee and without prejudice to DS' further rights.

Article 17 Applicable Law and Choice of Forum

All agreements and other legal relationships with DS are governed by Dutch law. Any disputes will be brought exclusively before the competent court in DS' place of business without prejudice to the possibility of appeal and appeal in cassation. When DS acts as the claimant it is also entitled to bring the dispute before the competent foreign court where appropriate.