

*This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding.  
These general terms and conditions are subject to Dutch Law.*

## **1. Parties**

- 1.1 Ridderflex & Plastics B.V., established in Ridderkerk at Touwslagerstraat 5 (2984 AW), registered at the Netherlands Chamber of Commerce under number 24258215, user of these GTC.
- 1.2 Further details of Ridderflex & Plastics B.V.:  
Website: [www.ridderflex.nl](http://www.ridderflex.nl)  
Email: [sales@ridderflex.nl](mailto:sales@ridderflex.nl)  
Telephone number: +31 180 46 34 71  
VAT identification number: NL804156803B01
- 1.3 Customer: the (potential) customer of goods and services offered by Ridderflex & Plastics B.V. acting for purposes within its business or professional activities.

## **2. Definitions**

- 2.1 GTC: the subject general terms and conditions.
- 2.2 Agreement: every sale and purchase agreement and/or contract of work or other type of agreement entered into by Ridderflex & Plastics B.V. with a Customer and all resulting and/or related agreements and/or obligations;
- 2.3 Offer: every offer made by Ridderflex & Plastics B.V. to a (potential) Customer;
- 2.4 Days: all calendar days;
- 2.5 Complaints: all grievances of The Customer regarding quality or quantity of the goods delivered;
- 2.6 Warehouse: our company buildings and/or business premises and/or other places where Ridderflex & Plastics B.V. separates goods to be delivered and places them ready for shipment.

## **3. Applicability**

- 3.1 Ridderflex & Plastics B.V. declares these GTC applicable to every Offer of Ridderflex & Plastics B.V. and, whether or not resulting therefrom, agreements which the parties entered into with one other. To the extent that the content of this has not changed, or no other more specific conditions between both parties exist, these GTC will also be applicable to any future legal relationships between both parties.
- 3.2 Agreements with Ridderflex & Plastics B.V. and offers made by Ridderflex & Plastics B.V. cannot, regardless of the time of reference, be subject to other (purchase) general terms and conditions, such as those of The Customer, unless Ridderflex & Plastics B.V. has explicitly declared in writing in respect of The Customer that Ridderflex & Plastics B.V. agrees to the applicability of those other (purchase) general terms and conditions. Such consent shall never imply that the terms and conditions of The Customer also apply to other agreements between Ridderflex & Plastics B.V. and Customer.

- 3.3 Provisions of these GTC do not apply if and insofar as mandatory provisions of law dictate otherwise. If any provision of these GTC is null and void or is nullified, the other provisions of these GTC shall remain applicable. The parties shall then consult to agree new rules to replace the void or nullified provisions, in which the purpose and scope of the void or nullified provisions will be expressed as much as possible.
- 3.4 The GTC may otherwise only be deviated from by an explicit written statement signed by both parties.
- 3.5 Third parties that are involved by Ridderflex & Plastics B.V. in the execution of the agreement can also appeal to these GTC.

#### **4. Offers and conclusion**

- 4.1 Each Offer, in the form of a quotation or otherwise, has a validity of 14 days and is entirely and unconditionally free of obligation and revocable, unless otherwise indicated in writing by Ridderflex & Plastics. If the offer contains a period, this period only serves to bind The Customer. Ridderflex & Plastics is entitled to revoke their Offer within 2 days after receipt of the acceptance.
- 4.2 Subject to the revocation option provided in paragraph 1 of this article, an agreement will be established at the time Ridderflex & Plastics B.V. has received a timely, written acceptance of The Customer that fully complies with the Offer, after Ridderflex & Plastics B.V. has confirmed a written acceptance or after Ridderflex & Plastics B.V., or a third party on its behalf, has commenced performance. To the extent The Customer accepts our Offer with deviations of minor importance, such deviations shall not form part of the agreement with Ridderflex & Plastics B.V. and an agreement will be concluded in accordance with our Offer.
- 4.3 An agreement is also concluded when Ridderflex & Plastics B.V. delivers the goods in accordance with the accompanying dispatch note/invoice.
- 4.4 Obvious mistakes and errors in the Offer are not binding towards Ridderflex & Plastics B.V.
- 4.5 An Offer does not automatically apply to subsequent orders, repeat orders or renewals.
- 4.6 Each Offer is strictly confidential and personally addressed to The Customer, The Customer is not entitled to discuss the contents of an Offer with third parties. The Offer has been made by mutual agreement. By concluding the agreement, the parties consider the amounts (prices, penalties, et cetera) to be reasonable and fair.
- 4.7 Each Offer is carefully drawn up and is based on the information provided by The Customer. If this information proves to be incorrect, Ridderflex & Plastics B.V. shall be entitled to charge all additional costs, such as labor costs, to The Customer as a result.
- 4.8 All statements of Ridderflex & Plastics B.V. of numbers, sizes, weights, color and other specifications of the goods and/or services to be delivered and/or provided in the trial locations shown or provided, quotations, drawings, illustrations, photographs, models shown or provided or other forms of the Offer, are only indications. A slight deviation from this in the delivered goods shall not lead to a shortcoming in the fulfilment of the agreement on the part of Ridderflex & Plastics B.V.

## **5. Prices**

- 5.1 Unless a binding price has been agreed upon, the prices in the price list are valid on the day of delivery.
- 5.2 The prices are in Euros and exclusive of sales tax, other taxes and charges, surcharges, transport costs, costs of insurance and other factors.
- 5.3 We have the right to pass on reasonable cost increases. We will notify The Customer in writing of such pass-through.

## **6. Execution by Ridderflex & Plastics B.V.**

- 6.1 Ridderflex & Plastics B.V. looks after the interests of The Customer within the limit of the assignment given. Ridderflex & Plastics B.V. will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. The Customer acknowledges that Ridderflex & Plastics B.V. has artistic freedom in the execution of the agreement insofar as no specific characteristics, functions or wishes of The Customer are laid down in the main agreement/quotation. All services of Ridderflex & Plastics B.V. are performed based on a best-efforts obligation, unless and insofar as Ridderflex & Plastics B.V. has explicitly promised a result in the written agreement and the result concerned has also been described with sufficient determination. Ridderflex & Plastics B.V. has the right to perform everything not explicitly described in the agreement according to its own and creative insight. The liability for the fee is therefore in no way dependent on the outcome of the assignment or the results, as the case may be.
- 6.2 Ridderflex & Plastics B.V. is free to have the delivery and/or installation carried out by third parties. Art. 7:404 of the Dutch Civil Code is expressly excluded in the agreement.
- 6.3 The Customer accepts that the deadlines/timing of the agreement can be influenced if parties decide in the interim to change the approach, working method or scope of the agreement and/or the resulting activities. If changes in the execution of the agreement become necessary by The Customer in the interim, Ridderflex & Plastics B.V. shall make the necessary adjustments by order of The Customer. If this leads to additional work, Ridderflex & Plastics B.V. will charge this as addition to The Customer. Ridderflex & Plastics B.V. may charge the additional costs of changing the agreement to The Customer, unless the change is the result of circumstances attributable to Ridderflex & Plastics B.V.. The latter situation shall not lead to a reduction of the principal sum(s).
- 6.4 The risk of loss or depreciation of the goods to be delivered and whether or not to be installed shall pass to The Customer from the moment they are or were to be made available to him, but this moment is delayed under the responsibility of The Customer. This regardless of whether the transfer of ownership has already taken place.
- 6.5 If Ridderflex & Plastics B.V. takes care of the shipment/delivery, The Customer must provide a delivery address where Ridderflex & Plastics B.V. can ship/deliver the goods to be delivered on the specified date. If The Customer is not present on the specified date when goods are delivered, the costs of offering the goods at a later time shall be charged to The Customer. The Customer shall

then receive notice that the order can be picked up at a location specified by Ridderflex & Plastics B.V. after payment of the additional costs, including logistical (planning) costs at the storage location due to unexpected extra storage.

- 6.6 If delivery takes place at the office of Ridderflex & Plastics B.V. and The Customer collects the goods there, The Customer must comply with the agreed delivery date. If The Customer does not collect the goods on the agreed date, Ridderflex & Plastics B.V. has the option of recovering the reasonable costs of storing the goods from The Customer.
- 6.7 Ridderflex & Plastics B.V. is at all times entitled to fulfil the agreement in partial phases and to invoice the part thus fulfilled separately. If the agreement is executed in phases, Ridderflex & Plastics B.V. may suspend the execution of those parts belonging to a subsequent phase until The Customer has approved the results of the preceding phase in writing. Upon approval, Ridderflex & Plastics B.V. can no longer be held liable for defects that could reasonably have been known at the time of approval.
- 6.8 Without being in default, Ridderflex & Plastics B.V. may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for example for the work to be performed or goods to be delivered in that context.
- 6.9 Unless another manner of delivery has been agreed, delivery shall take place when Ridderflex & Plastics B.V. separates the goods in their Warehouse and makes them ready for shipment and notifies The Customer thereof in writing.
- 6.10 The risk of the delivered goods after delivery shall always be for The Customer.
- 6.11 If goods delivered by Ridderflex & Plastics B.V. cannot be transported to their destination due to circumstances not attributable to Ridderflex & Plastics B.V., Ridderflex & Plastics B.V. shall store the goods at the expense and risk of The Customer.
- 6.12 The choice of transport is at Ridderflex & Plastics B.V.'s discretion.
- 6.13 Ridderflex & Plastics B.V. has the right to deliver on reimbursement.
- 6.14 Unless Ridderflex & Plastics B.V. has expressly guaranteed a certain delivery date in writing, stated delivery dates can never be regarded as strict deadlines. In the event of late delivery, The Customer must give Ridderflex & Plastics B.V. written notice of default and grant Ridderflex & Plastics B.V. a reasonable period in which to still comply with our delivery obligations, without The Customer and/or third parties being able to enforce any claim for compensation against Ridderflex & Plastics B.V.. This paragraph does not apply in the event of a shortcoming, whether or not permanent, that cannot be attributed to Ridderflex & Plastics B.V., as referred to in Article 7.

## **7. Force Majeure**

- 7.1 If Ridderflex & Plastics B.V. is unable to fulfil its obligations due to force majeure, Ridderflex & Plastics B.V. has the right within a reasonable period of time to dissolve the agreement in whole or in part by written declaration without Ridderflex & Plastics B.V. being liable to pay any damages - including compensation for any benefits enjoyed - in respect of The Customer.

- 7.2 Force majeure as referred to in article 1 shall be understood to mean, in addition to the provisions of the law and jurisprudence, all external causes, foreseen or unforeseen, on which Ridderflex & Plastics B.V. cannot exert any influence. This will include: (extreme) weather conditions, war, danger of war, riots, fire, industrial disturbances, strikes, blockades, lockouts, transport difficulties, loss or damage during transport, import and/or export restrictions, traffic disruptions, unforeseeable stagnation, disruptions in the supply of energy, disruptions in the supply of raw materials/ semi-finished products, sickness or injury of the people affiliated with Ridderflex & Plastics B.V. and/or its employees, related people and/or the third parties it has engaged, failure of sub-suppliers/contractors to meet their obligations or to do so in a timely manner, epidemics, pandemics and government measures. During force majeure, Ridderflex & Plastics B.V.'s obligations are suspended.
- 7.3 If Ridderflex & Plastics B.V. has already fulfilled part of its obligations when the force majeure occurs, it shall be entitled to invoice the part already delivered or performed separately, or to credit part of the amount paid in advance.
- 7.4 Force majeure is considered permanent if the relevant performance cannot be carried out within 60 days after the circumstances arise or there are other circumstances that make it disproportionately inconvenient for Ridderflex & Plastics B.V. to meet its obligations. In these aforementioned cases, Ridderflex & Plastics B.V. is entitled to terminate the agreement in whole or in part by giving notice to The Customer and without judicial intervention, without any obligation to pay compensation or restitution.
- 7.5 If the performance can be carried out within 60 days, the breach is not permanent and neither Ridderflex & Plastics B.V. nor The Customer can dissolve the agreement. Our obligation to perform is suspended, without Ridderflex & Plastics B.V. being liable to pay any damages or benefits to The Customer.

## **8. Assurance**

Ridderflex & Plastics B.V. is at all times entitled to demand assurance from The Customer for the fulfilment of its obligations. If The Customer refuses or fails to provide assurance within the period set by Ridderflex & Plastics B.V., Ridderflex & Plastics B.V. has the right to dissolve the agreement by written declaration. Insofar as Ridderflex & Plastics B.V. has already delivered goods to The Customer, it shall be obligated to return them to Ridderflex & Plastics B.V. within 5 days after the declaration. Furthermore, it shall be obligated to compensate Ridderflex & Plastics B.V. for all damage suffered by Ridderflex & Plastics B.V. as a result of its refusal or omission.

## **9. Payment**

- 9.1 Payments must be made free of charge without any discount or setoff within 30 days of the invoice date, unless The Customer wishes to set off liquid claims of his against Ridderflex & Plastics B.V. by virtue of a right accruing to him under the law to do so and Ridderflex & Plastics B.V. has notified

Ridderflex & Plastics B.V. of this in writing within 7 days of the date of our invoice.

- 9.2 Payments must be made in the currency invoiced by Ridderflex & Plastics B.V. to Ridderflex & Plastics B.V. by bank transfer.
- 9.3 Payments always go first to pay costs due, then to pay interest and then to pay due invoices in the order of their age, even if The Customer indicates that its payment relates to other invoices and/or debts.
- 9.4 If The Customer fails to pay on time, it shall be in default without notice of default being required and shall owe Ridderflex & Plastics B.V. interest of 1.5% over the invoice amount for each month or part thereof by which the payment term in paragraph 1 of this article is exceeded.
- 9.5 If The Customer is in default for more than 15 days, Ridderflex & Plastics B.V. has the right to take collection measures. In that case, The Customer must reimburse Ridderflex & Plastics B.V. for extrajudicial collection costs in accordance with the Extrajudicial Collection Costs Act and the associated Decree with a minimum amount of € 150, - excluding VAT.
- 9.6 In the event of liquidation, bankruptcy, suspension of payments or applicability of the statutory debt rescheduling scheme, all obligations of The Customer shall be immediately due and payable.
- 9.7 Without the express written consent of Ridderflex & Plastics B.V., The Customer is not permitted to set off and/or suspend and/or withhold its payment obligations. Ridderflex & Plastics B.V. has the right to discontinue its work or (temporarily) take delivered products and/or services out of use and/or to restrict their use for as long as The Customer fails to fulfil an obligation under the agreement towards Ridderflex & Plastics B.V. or acts in breach of these GTC.

## **10. Retention of title / non-possessory pledge**

- 10.1 All goods delivered by Ridderflex & Plastics B.V. to The Customer shall remain Ridderflex & Plastics B.V.'s property until The Customer has paid all our claims under the purchase/contracting agreements with respect to these goods and the work performed on them, plus interest and costs, and all our other claims in connection with his/her failure to fulfil the agreements.
- 10.2 When The Customer forms a new item from goods delivered by Ridderflex & Plastics B.V., which are subject to retention of title, it acts on our instructions in that formation and will hold the item for Ridderflex & Plastics B.V.. It only becomes owner at the time the retention of title lapses because all our claims have been paid.
- 10.3 Insofar as Ridderflex & Plastics B.V. still has other claims on The Customer than those referred to in paragraph 1 of this article and Ridderflex & Plastics B.V. has delivered goods to The Customer that are not subject to retention of title, The Customer establishes a non-possessory pledge on these goods in favor of Ridderflex & Plastics B.V. as security for the fulfilment of its obligations and Ridderflex & Plastics B.V. accepts this non-possessory pledge. At Ridderflex & Plastics B.V.'s first request, The Customer shall sign a deed establishing the pledge. It shall ensure that it is authorised to pledge the goods and that the goods are not subject to any pledge and/or limited rights apart from our rights.
- 10.4 The Customer has the right to resell or process all goods covered by the retention of title/non-possessory pledge in the ordinary course of business.

- 10.5 If The Customer resells the goods, Ridderflex & Plastics B.V. may require him to establish an undisclosed(silent) pledge in favor of Ridderflex & Plastics B.V. on his claim on The Customer arising from the sale.
- 10.6 The Customer shall treat the goods referred to in this article with due care. It shall insure the goods against all calamities on the basis of the invoice value. The Customer shall provide Ridderflex & Plastics B.V. on its first request with names and addresses of the insurers and copies of the policies. Furthermore, The Customer shall, at Ridderflex & Plastics B.V.'s first request, insofar as it has not already arisen by operation of law, establish an undisclosed pledge in favor of Ridderflex & Plastics B.V. on its claims in this respect against the insurer.
- 10.7 Subject to the provisions of paragraph 4, The Customer may not pledge the goods referred to in this article to third parties or in any other way relinquish, transfer or limit the legal or actual power of disposition to them to the detriment of Ridderflex & Plastics B.V.
- 10.8 In connection with the effectiveness of the retention of title, The Customer must notify Ridderflex & Plastics B.V. in a timely manner in case of imminent bankruptcy or suspension of payment or when third parties threaten to seize the goods. The Customer shall also be obliged to adequately insure the goods delivered under retention of title against damage and theft.
- 10.9 If The Customer is in default of any obligation under the agreement, The Customer shall, at Ridderflex & Plastics B.V.'s request, be obliged to provide all necessary cooperation to enable Ridderflex & Plastics B.V. to again have unobstructed access to the delivered (and installed) goods. This includes any obligation to de-install the delivered goods at the request of Ridderflex & Plastics B.V. and return them in their original packaging and new condition.
- 10.10 If The Customer fails to (correctly) fulfil one of the obligations set out in this article, Ridderflex & Plastics B.V. shall forfeit an immediately due and payable fine of EUR. 10.000,-. The foregoing is without prejudice to Ridderflex & Plastics B.V.'s right to claim the actual expenses incurred, damage suffered, wages owed or other legally regulated compensation.

## **11. Quality and complaints**

- 11.1 The Customer accepts that all goods are delivered with all known, unknown, visible and invisible factual and legal defects, charges and limitations.
- 11.2 The Customer is obliged to count, measure, weigh and check the delivery and execution, but at least within 48 hours after delivery, for visible and easily observable invisible defects, before proceeding to storage or use. Goods once put into use shall be deemed to comply with the agreement, unless the goods have an invisible defect that cannot be easily detected.
- 11.3 Goods can only be returned to Ridderflex & Plastics B.V. if Ridderflex & Plastics B.V. has agreed to this and to the manner of shipment in writing. The goods remain at the risk of The Customer.
- 11.4 Complaints does not suspend The Customer's payment obligations.
- 11.5 The Customer must notify Ridderflex & Plastics B.V. of complaints regarding the delivered goods in writing within the agreed warranty period and furthermore within 8 days after The Customer has discovered or should have discovered the defect. The complaint must be described clearly and as accurately as possible.
- 1.6 After the provision of information as referred to in the previous paragraph, Ridderflex & Plastics B.V. shall, if the exoneration in paragraph 1 of this article does not apply, try to resolve the



complaint by repairing or replacing the delivered goods free of charge and within reason. If neither of the two remedies described above provides a solution to effectively remedy the complaint, The Customer shall be entitled to dissolve the agreement. The foregoing applies without The Customer being entitled to any compensation.

- 11.7 If The Customer has informed Ridderflex & Plastics B.V. of the complaint too late, The Customer has confirmed the completion of a phase, The Customer has given permission for the start of a subsequent phase, The Customer has taken the delivered goods into use or one year has passed since a good was delivered, its right to any remedy shall lapse.
- 11.8 If not otherwise agreed, any right of claim (warranty) of The Customer towards Ridderflex & Plastics B.V., relating to the notification that the goods do not comply with the agreement, shall furthermore lapse if:
- The aforementioned period for notification has not been observed;
  - The Customer does not/not sufficiently cooperate within a reasonable period regarding an investigation into the justification of the complaints;
  - The Customer has used or maintained the goods incorrectly, inexpertly or abnormally and whether there is normal wear and tear;
  - The Customer itself or a third party has made changes after the acceptance of the delivery;
  - The complaints are expressed for the first time after a period of more than six months has elapsed since the delivery.
- 11.9 The Customer undertakes to provide the necessary cooperation for the performance by Ridderflex & Plastics B.V.. This includes at least:
- a) Ensuring that Ridderflex & Plastics B.V. has timely access to the necessary approvals required for the order (such as permits/authorisations etc.) and the information to be provided for the order;
  - b) The provision of connection facilities for the energy, water, gas and compressed air required for the order. The costs of electricity, gas and water will be charged to The Customer;
  - c) Ensuring that Ridderflex & Plastics B.V. has sufficient opportunity for the supply, storage and/or removal of, for example, auxiliary materials. Sufficient lockable spaces, such as work cabinets for material storage, must therefore be made available. The Customer is responsible for the goods stored by Ridderflex & Plastics B.V. and is obliged at all times to make the goods available again to Ridderflex & Plastics B.V. upon first request;
- 11.10 If the obligations in the previous paragraph (6) are not fulfilled (on time), The Customer must inform Ridderflex & Plastics B.V. thereof in a timely manner. Ridderflex & Plastics B.V. is entitled to charge the additional costs involved, such as storage, travel, labour costs or other damage caused by delay, to The Customer as a result. In that case, Ridderflex & Plastics B.V. shall never be obliged to compensate the damage as a result of the delay in the delivery to The Customer.
- 11.11 The Customer expressly bears the risk for damage caused by:
- a) Inaccuracies in the constructions and working methods required by The Customer;
  - b) Defects in the movable or immovable property on which or in which the order is carried out;
  - c) Defects in materials or tools made available by The Customer.



- 11.12 In connection with The Customer's safety, The Customer is obliged at all times to act in accordance with the current and applicable traffic regulations, safety rules and road routes.

## **12. Liability limitation / product liability risk**

- 12.1 Whilst performing the agreement Ridderflex & Plastics B.V. shall exercise all care and skill reasonably expected of Ridderflex & Plastics B.V.. Ridderflex & Plastics B.V. is not liable for damage of any kind whatsoever, because Ridderflex & Plastics B.V. has relied on incorrect and/or incomplete data provided by The Customer, unless Ridderflex & Plastics B.V. should have been aware of such inaccuracy or incompleteness.
- 12.2 Ridderflex & Plastics B.V.'s liability shall at all times not extend to consequential damage and, barring intent, intentional recklessness or gross negligence, also not to property damage, immaterial damage, stagnation damage, product loss, fines, transport costs, travel or accommodation expenses, supervision damage or loss of profit.
- 12.3 The Customer shall indemnify Ridderflex & Plastics B.V. against the damage incurred in connection with the agreement by third parties, auxiliary persons and/or subordinates of The Customer.
- 12.4 If, with due observance of the above, Ridderflex & Plastics B.V. can be held liable, such liability shall be limited to the insured amount that qualifies for payment under our (business) liability insurance. If the damage is not covered by the insurance or the insurer does not pay out in any case, our liability shall be limited to a maximum of twice the invoice amount of the relevant agreement, such at all times with a maximum of €50,000.
- 12.5 If The Customer resells goods delivered by Ridderflex & Plastics B.V. or forms new goods from (partly) goods delivered by Ridderflex & Plastics B.V. and resells them, it is obliged to adequately insure itself against the product liability risk under article 6:185 of the Dutch Civil Code. On Ridderflex & Plastics B.V. first request, it shall provide Ridderflex & Plastics B.V. with a copy of the relevant policy.
- 12.6 In all cases, the period within which Ridderflex & Plastics B.V. can be sued for damages is limited to 12 months after the loss-causing event.
- 12.7 The Customer is never entitled to any remedy if The Customer can be blamed for incorrect or careless use or in the event The Customer, without prior written consent of Ridderflex & Plastics B.V., makes changes or has changes made to the delivered and/or installed goods by Ridderflex & Plastics B.V..
- 12.8 For damage falling within the scope and coverage of an insurance policy taken out by The Customer, such as, but not limited to, transport insurance, The Customer must first contact its insurer.

## **13. Dissolution, cancellation of the agreement**

- 13.1 In all cases where Ridderflex & Plastics B.V. dissolves an agreement with The Customer by written declaration, The Customer shall be obliged to compensate Ridderflex & Plastics B.V. for all damage, costs and loss of profit and to return goods already delivered by Ridderflex & Plastics B.V. to Ridderflex & Plastics B.V. The goods shall remain at the risk of The Customer until Ridderflex & Plastics B.V. has received and approved them. The obligation to compensate damage and loss of profit does not apply if Ridderflex & Plastics B.V. has terminated the agreement under the provisions of article 7 due to a failure not attributable to Ridderflex & Plastics B.V.

- 13.2 Interim termination (cancellation) of the agreement by The Customer can only take place if Ridderflex & Plastics B.V. wants to cooperate in such interim termination and as long as the required goods are not on order and production has not commenced.
- 13.3 If the agreement is terminated prematurely by The Customer, The Customer shall, unless otherwise provided, owe a fixed compensation of 30% of the agreed price, in addition to payment of the costs already incurred and work already carried out, without prejudice to Ridderflex & Plastics B.V.'s right to claim full compensation.

#### **14. Early termination of the agreement**

- 14.1 Article 7:408 and 7:764 of the Dutch Civil Code are excluded from the agreement.
- 14.2 Ridderflex & Plastics B.V. has the right to terminate the agreement with The Customer with immediate effect by written notice without (further) prior notice of default if:
- I. The products delivered and installed under retention of title are not treated in accordance with the agreement or incur damage due to circumstances attributable to The Customer.
  - II. The Customer ceases all or part of its business operations or otherwise liquidates and/or substantially changes its business activities without the prior written consent of Ridderflex & Plastics B.V. or transfers them to a third party.
  - III. The Customer is granted suspension of payment (whether provisional or not), The Customer is declared bankrupt, The Customer files a request for application of a debt rescheduling scheme or The Customer is placed under guardianship or administration;
  - IV. A right accruing to The Customer is attached;
  - V. It decides within two working days after the acceptance of the agreement by The Customer not to execute the order, for whatever reason.
- 14.3 In the event of dissolution of the agreement, all performances owed by The Customer to Ridderflex & Plastics B.V. shall be immediately due and payable in full and The Customer shall provide all necessary cooperation to enable Ridderflex & Plastics B.V. to dispose of the delivered goods without any restrictions.

#### **15. Intellectual property rights**

- 15.1 Ridderflex & Plastics B.V. reserves the rights and powers vested in it by virtue of the Copyright Act and other intellectual property laws and regulations.
- 15.2 The trademarks, images, logos and photographs used and displayed on Ridderflex & Plastics B.V.'s website and goods are registered or unregistered trademarks of Ridderflex & Plastics B.V. or third parties and may not be used commercially without the prior consent of the holder of those trademarks.

#### **16. Applicable law**

All agreements concluded with Ridderflex & Plastics B.V. or obligations arising therefrom are governed by Dutch law, with the express exception of the Vienna Sales Convention.

**17. Place of execution**

Agreements shall be deemed to have been executed at Ridderflex & Plastics B.V.'s place of business.

**18. Disputes**

- 18.1 The Customer and Ridderflex & Plastics B.V. shall endeavour to resolve disputes by mutual agreement. To that end, the parties undertake to use their best efforts to resolve any dispute between them through mediation in accordance with the latest mediation regulations of the Netherlands Mediation Institute, established in Rotterdam.
- 18.2 The parties will jointly appoint an NMI-certified mediator in the event that they have a dispute in connection with the agreement and/or obligations ensuing therefrom.
- 18.3 In the event that the mediation pursuant to paragraph 1 of this article does not lead to a (complete) resolution of the disputes between the parties, or the parties cannot agree on the appointment of a joint mediator pursuant to paragraph 2 of this article, the most diligent party shall have the right to submit the dispute to a court. The court in the district of our place of business shall have jurisdiction to hear the (remaining) dispute.

**19. Proof**

- 19.1 With respect to the financial scope of the mutual obligations arising from agreements concluded with Ridderflex & Plastics B.V., Ridderflex & Plastics B.V.'s administrative data is - subject to proof to the contrary by all means - decisive.
- 19.2 Subject to proof to the contrary by all means, the numbers, dimensions and weights stated on the invoice, consignment note and/or packing slip shall be deemed correct between The Customer and Ridderflex & Plastics B.V.

**20. Amendments**

Ridderflex & Plastics B.V. is entitled to change these GTC. The changed provision(s) will take effect on the date specified in the change. The Customers known to Ridderflex & Plastics B.V. at the time of change shall notify Ridderflex & Plastics B.V. of the amendment in writing.

**21. Entry into force**

These GTC take effect as of 27-03-2025 and have been filed under Ridderflex & Plastics B.V. Netherland's Chamber of Commerce number 24258215 at the Netherland's Chamber of Commerce.