

Terms and Conditions of Mopet Beheer B.V. (Morssinkhof-Rymoplast)

1. General

- 1.1. These General Terms and Conditions apply to all offers, agreements, and deliveries by Mopet Beheer B.V. and its group companies (hereinafter collectively referred to as “Morssinkhof-Rymoplast” or “Seller”).
- 1.2. “Morssinkhof-Rymoplast” is the group name under which the companies of Mopet Beheer B.V. operate.
- 1.3. Each agreement is governed by the company that acts as the selling party and is listed as such on the quotation, order confirmation, or invoice.
- 1.4. The applicability of the other party’s general terms and conditions is expressly rejected. Deviations from these terms and conditions are valid only if and to the extent that they have been confirmed in writing by the Seller.

2. Acceptance

- 2.1. All quotations are non-binding, unless otherwise specified in writing. Agreements are concluded upon written order confirmation by the Seller.
- 2.2. If payment or security has been agreed upon, the agreement is not concluded until such payment or security has been received.
- 2.3. Changes or cancellations by the buyer after order confirmation entitle the Seller to compensation for all costs incurred and lost profits, unless otherwise agreed in writing.

3. Weight and Quantity

- 3.1. The Seller will deliver the agreed-upon quantities to the best of its ability.
- 3.2. The Seller is deemed to have fully fulfilled its obligations regarding the quantity of product to be delivered, even if up to 20% more or less than the ordered quantity has been delivered. The actual weight or quantity will be invoiced at the agreed-upon price.

4. Delivery

- 4.1. Unless otherwise agreed, deliveries are made on an FCA basis (Incoterms® 2020). Risk passes to the buyer as soon as the goods leave the factory or are made available.
- 4.2. Delivery times are approximate. Exceeding these times does not entitle the buyer to terminate the contract or claim damages. If the delivery is delayed by more than three months, both parties are entitled to cancel the portion of the agreement that has not yet been fulfilled.
- 4.3. The buyer is responsible for providing shipping instructions in a timely manner. Failure to do so makes the buyer liable for any resulting costs and damages.
- 4.4. Partial deliveries are permitted and are considered separate transactions.

5. Receipt

- 5.1. The copy of the waybill, transport document, or other form of confirmation of receipt signed by or on behalf of the carrier or the buyer, respectively, serves as proof that the goods listed therein have been delivered in full and (at the very least) in good condition, unless a note has been made on the transport document.

6. Quality of the Products

- 6.1. The seller shall deliver products that comply with the specifications agreed upon in writing. In the absence of such specifications, the customary standard requirements shall apply.
- 6.2. Given the use of recycled materials, the values provided are indicative (typical values) and do not constitute guaranteed specifications, unless expressly agreed in writing.
- 6.3. Advice and information provided by the Seller are given to the best of the Seller’s knowledge but do not give rise to liability, except in cases of willful misconduct or gross negligence.

7. Packaging

- 7.1. The products are delivered in packaging suitable for the agreed-upon mode of transport.

If the Seller is legally obligated to take back the packaging, the buyer may return the packaging at its own expense.

8. Prices

- 8.1. Prices are quoted in euros and are FCA, including packaging and excluding VAT, unless otherwise agreed in writing.
- 8.2. Prices are based on the cost factors in effect at the time of the agreement, including raw materials, wages, transportation, and taxes.
- 8.3. The seller reserves the right to adjust prices for confirmed orders if these cost factors change prior to delivery.

9. Payment

- 9.1. Payment must be made within the agreed-upon term; failing that, a term of 30 days from the invoice date applies.
- 9.2. In the event of late payment, the buyer is automatically in default and owes interest equal to the applicable statutory commercial interest rate, plus 2%.
- 9.3. The seller is entitled to suspend deliveries or terminate the agreement in the event of late payment.
- 9.4. All collection costs, including external costs, shall be borne by the buyer.
- 9.5. Complaints do not suspend the payment obligations.

10. Security

- 10.1. The Seller is entitled, prior to delivery or before proceeding with delivery, to require sufficient security to ensure the Buyer's fulfillment of its payment obligations.
- 10.2. The buyer's refusal to provide the required security entitles the seller, without judicial intervention, to consider the agreement terminated, with compensation for any damages suffered by the seller.

11. Bankruptcy, Suspension of Payments, and Similar Proceedings

- 11.1. If either party fails to fulfill any obligation, or fails to do so on time or properly, as a result of a petition for bankruptcy, bankruptcy, liquidation of the business, or a requested or granted stay of payments by that party, the other party has the right to

unilaterally terminate the agreement, in whole or in part, by registered letter without further notice of default and without judicial intervention, or to suspend its performance, in whole or in part, without being liable for any damages, without prejudice to any other rights to which it is entitled.

- 11.2. In the event that any of the circumstances mentioned above arise with respect to the buyer, all claims of the Seller against the buyer shall become immediately due and payable in full.

12. Retention of Title

- 12.1. All delivered products remain the property of the Seller until all claims, including interest and costs, have been paid in full.
- 12.2. The Buyer is not entitled to transfer the products to third parties or encumber them before ownership has been transferred, except in the ordinary course of business.
- 12.3. If the products are resold before full payment has been made, the Buyer hereby assigns the resulting claims to the Seller in advance.
- 12.4. The Seller is entitled to repossess the delivered goods if the Buyer fails to fulfill its obligations. To this end, the Buyer hereby grants the Seller permission to access its premises and buildings.
- 12.5. The repossession of the goods does not affect the Seller's right to compensation.

13. Warranty

- 13.1. Statements made by or on behalf of the Seller regarding quality, composition, handling in the broadest sense, possible applications, properties, etc., do not bind the Seller to provide any form of warranty unless expressly confirmed in writing.
- 13.2. Our warranty, if provided, is limited to the delivery of a new batch of goods (to replace those that are defective).
- 13.3. Any warranty claim shall lapse if the products are not kept and/or stored in accordance with the

products.

14. Complaints

- 14.1. The buyer must inspect the products immediately upon receipt and report any defects in writing within 8 days.
- 14.2. Claims expire after processing or resale, unless the defect was reported in a timely manner and further processing was necessary to minimize damage.
- 14.3. Returns are permitted only with the Seller's written consent.

15. Liability

- 15.1. The Seller's liability is limited to the net invoice value of the delivered products, except in cases of willful misconduct or gross negligence.
- 15.2. The Seller is not liable for indirect damage, consequential damage, loss of production, loss of profits, or downtime losses.
- 15.3. If a complaint is justified, the Seller has the right, at its discretion, to repair, replace, or issue a credit.

16. Industrial Property

- 16.1. The Seller retains all industrial and intellectual property rights relating to the delivered products.
- 16.2. All information provided by the Seller, including formulas, compositions, specifications, production methods, and technical data, is considered confidential business information.
- 16.3. The other party undertakes to use this information exclusively for the performance of the agreement and not to disclose it to third parties without the Seller's prior written consent.
- 16.4. The other party shall take all reasonable measures to ensure confidentiality.
- 16.5. The Buyer is not permitted to market products under the Seller's trade name or trademarks, nor to modify them, without prior written consent.
- 16.6. The Buyer is obligated to impose these provisions on its own customers.

17. Force Majeure

- 17.1. In the event of force majeure, the Seller is entitled to suspend the performance of the agreement or to terminate it in whole or in part, without any obligation to pay damages.
- 17.2. Force majeure is defined as any circumstance beyond the Seller's control that reasonably prevents performance, including disruptions in supply, transportation, production, or external circumstances.
- 17.3. The Seller will inform the Buyer as soon as possible.

18. Conflict with Legal Provisions

- 18.1. Should any provision of these General Terms and Conditions be inapplicable or in conflict with public policy or the law, only the provision in question shall be deemed not to have been written, but the General Terms and Conditions shall otherwise remain in full force and effect.

19. Assignment of Rights and Obligations

- 19.1. The parties may not assign their rights and obligations under the agreement, in whole or in part, without the prior written consent of the other party.
- 19.2. If control over (a substantial part of) the Buyer's activities changes, directly or indirectly, after the agreement is concluded, the Buyer must notify the Seller of this in writing without delay.
- 19.3. In that case, the Seller is entitled to terminate the agreement in whole or in part with one month's notice, without being liable for damages, provided that this right is exercised within one month of notification.

20. Governing Law

- 20.1. The agreement is governed by the law of the country where the selling entity is established.

21. Dispute Resolution

- 21.1. All disputes between the parties that cannot be resolved by mutual agreement shall, at the Seller's discretion, be adjudicated by the competent court in the country where the selling entity is established.

General Terms and Conditions Mopet Beheer B.V. (Morssinkhof-Rymoplast)

transfers to

1. General

- 1.1. These General Terms and Conditions apply to all offers, agreements, and deliveries by Mopet Beheer B.V. and its group companies (hereinafter jointly referred to as: "Morssinkhof-Rymoplast" or the "Seller").
- 1.2. "Morssinkhof-Rymoplast" is the group name under which the businesses of Mopet Beheer B.V. operate.
- 1.3. The company that acts as the selling party and is identified as such on the offer, order confirmation, or invoice is the party to each agreement.
- 1.4. The applicability of the other party's general terms and conditions is expressly rejected. Deviations from these terms and conditions are valid only if and to the extent that they have been confirmed in writing by the Seller.

2. Acceptance

- 2.1. All offers are subject to contract, unless otherwise indicated in writing. Agreements are concluded upon written order confirmation by the Seller.
- 2.2. If payment security was stipulated, the agreement is concluded only upon receipt of such security.
- 2.3. Changes or cancellations by the buyer after order confirmation entitle the Seller to compensation for all costs incurred and lost profits, unless otherwise stipulated in writing.

3. Weight and Quantity

- 3.1. The Seller shall deliver the stipulated quantities to the best of its ability.
- 3.2. The Seller is deemed to have fully complied with its obligations regarding the quantity of product to be delivered, even if up to 20% more or less than the ordered quantity is delivered. The actual weight or quantity is invoiced at the stipulated price.

4. Delivery

- 4.1. Unless otherwise agreed, deliveries are made on an FCA basis (Incoterms® 2020). The risk

the buyer as soon as the goods have left the factory or are made available.

- 4.2. Delivery times are approximate. A deviation from these times shall not entitle the buyer to rescission or compensation. If the delivery is delayed by more than three months, both parties are entitled to cancel the part of the agreement that has not yet been fulfilled.
- 4.3. The buyer is responsible for providing shipping instructions in a timely manner. In the absence of such instructions, the buyer shall be liable for the resulting costs and damages.
- 4.4. Partial deliveries are permitted and are considered separate transactions.

5. Receipt

- 5.1. A copy of the waybill, transport document, or other form of acknowledgment of receipt signed by or on behalf of the carrier or the buyer, respectively, shall serve as evidence that the goods specified therein were delivered in full and (visually) in good condition, unless a note has been made on the transport document.

6. Quality of the Products

- 6.1. The Seller delivers products that comply with the specifications set forth in writing. In the absence of such specifications, the usual standard requirements shall apply.
- 6.2. Given the use of recycled materials, the values stated are indicative (typical values) and do not constitute guaranteed specifications, unless expressly stipulated in writing.
- 6.3. Recommendations and information provided by the Seller are given to the best of its knowledge, but shall not give rise to any liability, except in cases of willful misconduct or gross negligence.

7. Packaging

- 7.1. The products are delivered in packaging suitable for the specified mode of transport. If the Seller is legally required to take back the packaging, the buyer may return the packaging at its own expense.

8. Prices

- 8.1. Prices are quoted in euros and are FCA, inclusive of packaging and exclusive of VAT, unless otherwise specified in writing.
- 8.2. Prices are based on the cost factors applicable at the time the agreement is concluded, including raw materials, wages, transportation, and taxes.
- 8.3. The Seller reserves the right to adjust the prices of confirmed orders if these cost factors change prior to delivery.

9. Payment

- 9.1. Payment must be made within the specified period; in the absence of such a specification, a period of 30 days from the date of the invoice shall apply.
- 9.2. In the event of late payment, the buyer shall be in default by operation of law and shall be liable to pay interest at the applicable statutory commercial rate, plus 2%.
- 9.3. The Seller is entitled to suspend deliveries or to rescind the agreement in the event of late payment.
- 9.4. All costs associated with collection, including external costs, shall be borne by the buyer.
- 9.5. Complaints do not suspend the payment obligations.

10. Security

- 10.1. The Seller is entitled, prior to making delivery or proceeding with delivery, to require adequate security to ensure the buyer's fulfillment of its payment obligations.
- 10.2. If the buyer refuses to provide the required security, the Seller shall be entitled, without judicial intervention, to consider the agreement rescinded, subject to compensation for any damages incurred by the Seller.

11. Insolvency, Suspension of Payments, and Similar Events

- 11.1. If either party fails to fulfill any obligation, or fails to do so in a timely or proper manner, as a result of an application for insolvency, liquidation of the business, or an application for or grant of suspension of payments by that party, the other party shall be entitled, by certified letter and without further notice of default or judicial intervention being required, to unilaterally rescind the agreement, either in

whole or in part, or to suspend its implementation, either in whole or in part, without being liable for any compensation, without prejudice to any further rights to which it may be entitled.

- 11.2. Should any of the circumstances mentioned above arise in relation to the buyer, all claims by the Seller against the buyer shall become immediately due and payable in full.

12. Retention of Title

- 12.1. All products delivered shall remain the property of the Seller until all claims, including interest and costs, have been paid in full.
- 12.2. The buyer is not entitled to transfer the products to third parties or to encumber them before title has passed, other than in the ordinary course of its business operations.
- 12.3. If the products are resold before full payment has been made, the buyer hereby assigns the resulting claims to the Seller.
- 12.4. The Seller shall be entitled to take back the delivered goods if the buyer fails to fulfill its obligations. To this end, the buyer hereby grants the Seller permission to access its premises and facilities.
- 12.5. The return of the goods does not affect the Seller's right to claim damages.

13. Warranty

- 13.1. Any statements made by or on behalf of the Seller regarding the quality, composition, treatment in the broadest sense, possible applications, properties, etc., shall not bind the Seller to provide any form of warranty, unless expressly confirmed in writing.
- 13.2. Our warranty, where applicable, is limited to the delivery of a new shipment of goods (to replace those that are defective).
- 13.3. Any warranty claim shall lapse if the products are not kept and/or stored in accordance with the standard storage instructions applicable to said products.

14. Complaints

- 14.1. The buyer must inspect the products immediately upon receipt and report any defects in writing within eight days.
- 14.2. Claims shall lapse following processing or resale, unless the defect was reported in a timely manner

time and further processing was necessary to minimize damage.

- 14.3. Returns are permitted only with the Seller's written consent.

15. Liability

- 15.1. The Seller's liability is limited to the net invoice value of the delivered products, except in cases of willful misconduct or gross negligence.
- 15.2. The Seller shall not be liable for indirect damages, consequential damages, loss of production, lost profits, or losses resulting from business interruption.
- 15.3. If a complaint is valid, the Seller is entitled, at its discretion, to repair, replace, or issue a credit note.

16. Industrial Property

- 16.1. The Seller retains all industrial and intellectual property rights relating to the products delivered.
- 16.2. All information provided by the Seller, including recipes, compositions, specifications, production methods, and technical data, is considered confidential business information.
- 16.3. The other party agrees to use this information solely for the purposes of fulfilling the agreement and not to disclose it to third parties without the Seller's prior written consent.
- 16.4. The other party shall take all reasonable measures to ensure confidentiality.
- 16.5. The buyer is not permitted to market products under the Seller's trade name or trademarks, nor to alter them, without prior written consent.
- 16.6. The buyer is obligated to impose these terms and conditions on its own customers.

17. Force Majeure

- 17.1. In the event of force majeure, the Seller shall be entitled to suspend the performance of the agreement or to terminate it, either in whole or in part, without being liable for damages.

- 17.2. Force majeure is defined as any circumstance beyond the Seller's control that reasonably prevents performance, including disruptions to supply, transportation, or production, or external circumstances.

- 17.3. The Seller shall notify the buyer as soon as possible.

18. Conflict with Statutory Provisions

- 18.1. Should any provision of these General Terms and Conditions be inapplicable or contrary to public policy or the law, only that provision shall be deemed not to have been included; the General Terms and Conditions shall otherwise remain in full force and effect.

19. Transfer of Rights and Obligations

- 19.1. The parties may not assign their rights and obligations under the agreement, either in whole or in part, without the prior written consent of the other party.
- 19.2. If control over (a substantial part of) the buyer's business operations changes, either directly or indirectly, after the agreement is entered into, the buyer must notify the Seller of this in writing without delay.
- 19.3. In that case, the Seller is entitled to terminate the agreement, either in whole or in part, subject to a one-month notice period, without being liable for damages, provided that this right is exercised within one month of notification.

20. Governing Law

- 20.1. An agreement is governed by the law of the country in which the selling entity is established.

21. Dispute resolution

- 21.1. Any disputes between the parties that cannot be resolved by mutual agreement shall, at the Seller's discretion, be settled by the competent court in the country where the selling entity is established.