

GENERAL TERMS AND CONDITIONS FOR DELIVERY AND PAYMENT of Anthus Hardenberg as registered with the Chamber of Commerce Netherlands (the Netherlands).

Article 1: General Applicability.

1. These conditions apply to Anthus Hardenberg and/or the registered trade names ETP Plastics, ETP Static Control.
2. All quotations, advice, agreements, manufacturing and processing of goods, delivery of services, as well as delivery of goods shall take place based on the present conditions, unless specifically otherwise agreed in writing with Anthus Hardenberg.
3. Within the context of these general terms and conditions, the 'client' refers to: Any legal entity or natural person that a Anthus Hardenberg quotation is addressed to or that Anthus Hardenberg concluded an agreement with or for which/whom a legal transaction was/will be completed for the purpose of delivery of goods or services, including issuing a quotation, offer or advice.
4. References to the client's own terms and conditions are rejected in advance by Anthus Hardenberg

Article 2: Constitution of an Agreement

1. Unless specifically otherwise agreed, an agreement shall be deemed to have been concluded only after Anthus Hardenberg sent an order confirmation in writing to the client and this order confirmation was signed and returned to Anthus Hardenberg by the client.
2. In the event where the client explicitly requests for a quotation to be sent and the relevant order is not given, the costs that Anthus Hardenberg incurred in relation to the production of this quotation may be charged to the client.

Article 3: Weight and quantity

1. A 10% deviation from the quantities and/or weights as stated in the order confirmation is permissible. The relevant invoice shall in that event be modified to reflect the deviation.
2. If the client makes a plausible case for a deviation of more than 10%, the relevant invoice respectively amount (to be) paid shall be adjusted in consultation.

Article 4: Execution of the agreement

1. Anthus Hardenberg is entitled to freely determine in which manner the agreement shall be executed. Partial or full outsourcing of the agreement to third parties is a permissible option.

Article 5: Information duty of the client and Confidential Information

1. The client must ensure that all details necessary for executing the order shall be made available to Anthus Hardenberg. Additionally, the client shall provide due cooperation, all details and information.
2. Anthus Hardenberg reserves the right to not start the execution of an agreement until all above-mentioned details have been received.
3. With the exception of legal requirements for the publication of data, the client is subject to mandatory confidentiality with regard to any designs, pictures, descriptions, drawings, models, programmes, research and reports received from Anthus Hardenberg

Article 6: Delivery

1. All prices provided are exclusive of VAT (value added tax) and any other (sales) taxes and duties levied by the authorities.
2. All prices are calculated for delivery to the client's domicile. In the event of delivery to a different address at the client's request, the relevant additional costs are charged to the client.
3. In the event where prices of materials, commodities, semi-manufactured products, wages, premium payments of whichever nature, freight, taxes, exchange rates and/or other factors that affect the prices of goods and/or services should change, Anthus Hardenberg is entitled to charge such changes proportionally to the client.

Article 7: Delivery

1. Delivery times, production cycles and repair duration are considered indicative and are therefore only provided by approximation.
2. Without prejudice to the stipulations of Article 12, Anthus Hardenberg delivers to the client's domicile in accordance with the address used in the order confirmation, unless specifically otherwise agreed. Customs clearance, off-loading and/or unloading the goods shall be at the client's risk and expense.
3. If goods to be delivered by Anthus Hardenberg are not accepted after having been offered to the client, the goods shall be stored at the client's risk and expense for 21 days from the day the goods were

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offered to the client. After the above-mentioned period, Anthus Hardenberg has the right to demand compliance with the agreement, or to dissolve the agreement without recourse to the court, without prejudice to Anthus Hardenberg's entitlement to claim damages from the client.

4. Materials or goods replaced by Anthus Hardenberg after repairs shall not be returned to the client unless the client explicitly requested their return when the order was given.
5. The client must check the goods, quantities and packaging delivered as soon as possible, to the extent this can be expected in reasonableness and fairness and/or according to the client's habits and traditions, and notify Anthus Hardenberg of any faults or missing items without delay. In order to limit damage, the client shall comply with Anthus Hardenberg's instructions regarding (handling) the goods and packaging materials.

Article 8: Standing security

1. Anthus Hardenberg is entitled at any time to request sufficient guarantee for the client's compliance with payment conditions before starting the work, continuing the work, delivering or continuing to deliver.

Article 9: Dissolution

1. Each of the parties is entitled to dissolve the agreement exclusively if the other party, after having been sent a proper notice of default with as many details as possible, in writing and with a reasonable term for resolution of the default, is still in attributable default with respect to compliance with significant obligations pursuant to the agreement.
2. Anthus Hardenberg is entitled to terminate this agreement without any notice of default and without recourse to the court, with immediate effect, partially or entirely, if the client – on a temporary or permanent basis – is granted a moratorium, in the event of bankruptcy being filed or if the client or the client's company is liquidated or terminated. Anthus Hardenberg shall not be liable for any damage claims relevant to dissolution of the agreement.
3. In the event where Anthus Hardenberg already delivered a performance with respect to realisation of the agreement at the time of dissolution, these performances and any payment obligations relevant to this agreement shall not be subject to the cancellation of the contract, unless Anthus Hardenberg is in default regarding these performances. Amounts that Anthus Hardenberg invoiced in connection with performances or deliveries of the company for the execution of the agreement, remain payable without any prejudice to the previous stipulation and shall become payable immediate at the moment of dissolution.

Article 10: Payment

1. If an agreement is carried out in phases or partial deliveries, Anthus Hardenberg is entitled to invoice each partial delivery or phase separately. Unless explicitly agreed otherwise, the invoices sent by Anthus Hardenberg must be paid within 14 days of invoice date.
2. If an invoice sent to a client is not paid within the term indicated on the invoice, or in the event where the invoice does not state a payment term, within the payment term mentioned in the first sub of this article, the client must pay interest to Anthus Hardenberg on the amount due without any notice of default being required. The interest due in this event amounts to 10% per annum and is payable on each calendar month or part of a calendar month that the client remains in default with respect to its payment obligation.
3. In the event where the client does not comply with its payment obligation, all amounts due to Anthus Hardenberg shall become fully and immediately payable. If Anthus Hardenberg has a valid reason to doubt that the client will comply with its payment obligations, Anthus Hardenberg is entitled to suspend compliance with its obligations pursuant to the relevant agreement, as well as the obligations pursuant to other agreements concluded with the same client, or to dissolve the agreement or agreements without recourse to the court (in accordance with the stipulations of Article 10 of the General Terms and Conditions for Sale, Delivery and Payment). In this event, Anthus Hardenberg is also entitled to request proper guarantees or securities for payment in due course with respect to further compliance with its payment obligations.

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4. If the client remains in default with respect to providing Anthus Hardenberg with sufficient guarantees that it will comply or will be able to comply with its payment obligations, Anthus Hardenberg is entitled to suspend the execution of all its obligations to the client under this and/or other agreements, as well as to dissolve the agreement with the client without recourse to the court, such without any obligation on the part of Anthus Hardenberg to the client for payment of any damages and/or costs under whichever name.
5. If Anthus Hardenberg is required to pass an invoice that has remained unpaid to a third party (collection agency, solicitor etc.), the client must pay Anthus Hardenberg the costs incurred, amounting to at least 15% of the invoiced amount (with a minimum of € 115), plus an administrative surcharge amounting to € 15.

Article 11: Right of retention

1. Towards any party requesting delivery of goods, Anthus Hardenberg holds a right to retain the client's goods (*comparable to possessory lien*) that it stores in connection with the agreement. Anthus Hardenberg may also choose to exercise its retention right regarding all amounts that the client owes Anthus Hardenberg in connection with previous agreements.

Article 12: Retention of title

1. Unless and until the relevant invoice is fully paid, the goods delivered remain the property of Anthus Hardenberg. As long as the goods are not fully paid, the client is not entitled to the disposal, encumbrance, rental and lien of the goods nor to make the goods available to third parties, nor to fix, fit or integrate the goods to a property not belonging to Anthus Hardenberg.
2. In the event of an agreement with the client, the client has the obligation to suitably insure for the client's risk and expense all goods delivered against fire, burglary, theft, misappropriation, third party claims and any excess until these goods are fully paid.
3. In the event of infringement on the previous Article subs by the client, a penalty shall be immediately payable to Anthus Hardenberg by this client, amounting to 1.5 times the invoiced amount, without prejudice to Anthus Hardenberg's entitlement to full compensation of damages.

Article 13: Rights to intellectual or industrial property

1. All rights of intellectual or industrial property to all designs, pictures, descriptions, drawings, models, budgets, programmes, calculations etc. developed or made available in the context of the agreement, as well as preparatory work for these items, are held solely by Anthus Hardenberg and/or its licensors.
2. The client shall solely obtain the rights and authorisation of use granted by these terms and conditions or otherwise explicitly granted. Apart from this use, the client shall refrain from copying or multiplying the designs, pictures, descriptions, drawings, models, budgets, programmes, calculations, software or other materials, excepting in the case of explicit permission granted by Anthus Hardenberg.
3. The client is not allowed to remove or change any indication relating to copyrights, brands, trade names or other rights to intellectual or industrial property from the programmes, software or materials, including any indications regarding the confidential nature and secrecy of the software.
4. The client shall indemnify Anthus Hardenberg, both with and without recourse to the court, against all and any claims that third parties might submit and uphold pursuant to infringement on patent rights, trademark rights or any other intellectual property rights, if this infringement is connected with the use of details provided to Anthus Hardenberg by the client in respect to the execution of the agreement concluded between Anthus Hardenberg and the client.

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Article 14: Force Majeure

1. None of the parties is held to comply with any obligations pursuant to the agreement if encumbered by force majeure. Force majeure includes: restrictive measures of whichever nature of the authorities, epidemics, mobilisation, war, revolution, strikes, confiscation, interrupted production; lack of raw materials, semi-manufactured products, auxiliary materials and/or energy; natural disasters; full or partial default of Anthus Hardenberg suppliers etc.
2. In the event where the situation of force majeure has continued longer than ninety days, parties have the right to terminate their agreement by notice of dissolution in writing, in compliance with and in accordance with the stipulations of Article 10 of the present General Terms and Conditions for Sale and Delivery.

Article 15: Liability and complaints.

1. Liability of Anthus Hardenberg due to attributable default regarding compliance with an agreement shall be classed as such only if the client immediately and properly sends Anthus Hardenberg a notice of default, offering Anthus Hardenberg a reasonable term to resolve the default, and if Anthus Hardenberg remains in default with respect to its obligations according to the contract, even after the resolution period granted.
2. The liability as described in the first sub of this Article is limited to direct damages caused by Anthus Hardenberg. Any liability for damages caused by the client, its employees or contractors in the execution of the agreement is excluded. Direct damages are defined as:
 - The reasonable costs that the client necessarily incurred in order to align Anthus Hardenberg's performance with the obligations of the agreement.
 - Any reasonable costs incurred in order to determine the cause and scope of the damage, insofar the determination relates to direct damage in the sense described in the present conditions.
 - Any reasonable costs incurred in order to prevent or limit the damage, insofar the client can prove that these costs have led to limitation of the direct damage in the sense described in the present conditions.
3. Excepting in the case of intent or gross negligence by Anthus Hardenberg, the total liability for Anthus Hardenberg for damage by death or bodily harm or for material damage of objects shall never exceed the amount of one million Euros per event, where a series of events with the same cause is considered a single event.
4. In accordance with the stipulations of the third sub of this Article, the possible compensation to be paid by Anthus Hardenberg shall never amount to more than the value of the performance to be delivered by Anthus Hardenberg based on the agreement.
5. Liability of Anthus Hardenberg for indirect damages, including but not limited to consequential damage, unrealised profits, unrealised cost reductions and damage due to decelerating business is excluded. Anthus Hardenberg is furthermore not liable for damage to, loss or destruction of objects, materials, image and word data in any form whatsoever that were made available to Anthus Hardenberg by or on behalf of the client.

Article 16: Transfer of rights and obligations and transfer of control.

1. Excepting with explicit prior permission granted by Anthus Hardenberg, the client is not entitled to full or partial transfer of the client's rights and obligations to a third party or to have a third party execute the agreement or parts thereof.
2. If control over the activities of the client should directly or indirectly transfer to a different party after the conclusion of the agreement, Anthus Hardenberg is entitled to unilaterally terminate the contract in writing by registered mail, subject to a 7 day notice period, without being liable for any form of damage compensation and without any recourse to the court.

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Article 17: Differences.

1. The Court in the domicile district of Anthus Hardenberg is competent by exclusion for the submission of any differences arising in connection with agreements concluded by Anthus Hardenberg
2. The agreements between Anthus Hardenberg and the client are governed by Dutch law.

Legal disclaimer:

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