

General conditions of purchase

1. Applicable conditions. These general conditions of purchase (the "Conditions") apply to all requests for quotations, orders and agreements concerning the supply of goods to and the rendering of (additional) services (the "deliveries") for the benefit of Weener Plastics Netherlands B.V., Weener Plastics Ilkenhans GmbH and Weener Plastics Norwich Ltd. ("Weener"). Any deviations from or additions to these Conditions require Weener's express written approval.

2. Ordering, confirmation of order and cancellation. Weener reserves the right to revoke any order placed or made by it if the supplier neglects to confirm receipt thereof within 2 business days in writing by means of an order confirmation. If the order confirmation differs from the original order placed, Weener shall only be legally bound after it agreed explicitly in writing to accept such deviation. The acceptance of the deliveries or supplies by Weener as well as payments made in this respect shall not imply acknowledgement of any deviations proposed by supplier. An order may be cancelled at any time by Weener. A fair and reasonable compensation shall be paid to the supplier for all work in progress at the time of cancellation, provided that such compensation shall not include loss of anticipated profits or any consequential losses.

3. Quality, condition of delivery and guarantee. The supplier guarantees that the delivery:

is of good quality and free from defect and in the case of services rendered that they are performed by skilled personnel and that new materials are used; corresponds exactly with the provisions of the agreement, the specifications listed and the reasonable expectations of Weener regarding the characteristics, quality and reliability of the delivery;

is suitable for the purpose for which it is intended by its very nature or which is evident from the order;

complies with all applicable legal requirements and other (international) governmental regulations.

If reference is made in the agreement to technical, safety, quality or other regulations and documents not attached to the agreement, the supplier shall be deemed to have knowledge of these unless Weener is informed to the contrary in writing immediately. Weener shall then provide the supplier with further information of such regulations and documents. The supplier shall bear all costs related to, and obtain the necessary permissions, permits or licenses in good time required for carrying out of the agreement and for complying with the conditions stipulated therein.

4. Packaging and dispatch. The supplier shall package the deliveries as economically, safely and carefully as possible and in such a manner that the shipment can be handled during transportation and offloading. The supplier shall ensure that the delivery arrives at the destination in good order. Deliveries of hazardous substances shall comply with international and Dutch legislation concerning carriage of dangerous goods by road or IATA regulations for airfreight and must be accompanied by all applicable documentation; the packages shall be marked with the necessary warning labels. The transporter must be in possession of any applicable hazard documents. Special packaging that has to be returned to supplier shall be marked as such and any and all costs in that respect shall be for the account of the supplier. The destination shall be the place reflected in the agreement, unless indicated otherwise. The supplier shall mark the shipment with the Weener order reference number and the number of packages, as well as with the correct NAW details of the delivery address. The outside of the package shall have a packing list attached with the contents of the shipment listed. Weener may reject deliveries that do not comply with these requirements.

5. Deliveries. Delivery shall take place "Delivery Duty Paid" (carriage paid), in accordance with the version of the Incoterms applicable at the time of ordering, without prejudice to the provisions in these Conditions. The delivery date(s) or delivery period(s) of the agreement shall be firm and binding and shall apply to the entire delivery, including the relevant drawings or other documents pertaining thereto. Should circumstances arise whereby the deadline for an agreed delivery date or period is expected to exceed, the supplier shall inform Weener hereof without delay.

6. Inspection. Weener has the right to arrange for inspection or auditing of the delivery prior to the time of delivery at the supplier by staff appointed for this purpose. The supplier shall cooperate fully in this respect. The supplier shall not derive any rights in advance from the results of an inspection. Weener has the right to inspect the delivery at the agreed delivery location prior to accepting it. Weener shall inform the supplier accordingly and Weener shall be entitled to replacement or repair at its discretion or may proceed to terminate the agreement. All this does not affect Weener's right to compensation. All reasonable costs related to (re-) inspections shall be borne by the supplier.

7. Transfer of ownership and risk. Unless determined otherwise in the agreement, the risk of and title to the delivery shall pass to Weener at the moment of delivery. Models, stamps, molds, templates, dies, calibers, drawings and the like procured or manufactured by the supplier in aid of the delivery, shall be deemed to have been made available to the supplier by Weener at the moment such articles are delivered to the supplier or have been manufactured by it. If Weener makes items available or is considered to have made items available to the supplier in aid of the delivery, these shall remain or become the sole property of Weener and supplier shall be obliged to clearly mark these items as Weener's sole property and to make a declaration of ownership available if requested to do so. Items created by amalgamation, confusion or otherwise, become Weener's property at the moment of creation. The supplier shall be deemed to have created the items for Weener and shall retain these items as Weener's property and make a declaration of ownership available to Weener if requested to do so.

8. Price, invoicing and payment. The agreed price is fixed in euro's, exclusive of VAT. Invoices shall be submitted bearing reference numbers as per order placed and itemized stating the item numbers. Weener shall be entitled to suspend payments for as long as these details remain outstanding. Duplicates of an invoice shall be identified as such. Weener shall make payment either within 14 days after the invoice date, in which case a discount of 2% shall apply, or within 60 days after the invoice date. Payment does not imply in any respect whatsoever a waiver of Weener's right to performance of the agreement. Weener is entitled to set off claimable debts against claimable liabilities with the supplier. Weener may request a (partial) payment in advance, a deposit or bank guarantee at the supplier's costs before it makes goods available or if (partial) payment in advance takes place.

9. Contracts variations; increase or decrease of the scope of supply. Weener is entitled to amend the scope of the agreed supply. If the supplier is of the opinion that the amendment has an effect on the agreed price or delivery date or period, Weener shall be informed of this immediately in writing, and in the event of additional work, issue a written quotation with regard to the price and the period involved, as well as the effect this additional work will have on the other work to be performed by the supplier. The supplier shall not perform additional work before Weener has issued written instructions to that effect. Work the supplier should have or could have anticipated in terms of delivering the service(s) and functionality(ies) as described in the agreement, or which is considered to be the result of an attributable error on the supplier's part, shall not be considered additional work.

10. Liability. The supplier shall be liable for all damages suffered by Weener due to a defect or shortcoming of the delivery, exceeding an agreed delivery date or period, a defect in the equipment or materials used in executing the agreement or as result of any act or omission by the supplier, its employees or subcontractors relating to the delivery. The supplier shall indemnify Weener against claims for third parties for damages resulting from circumstances mentioned above.

11. Termination. Weener shall have the right to (partially) terminate the agreement without further notice of default by means of written notice to that effect without prejudicing its other rights, in the event that:

the supplier defaults in any of the obligations as contained in the agreement;

the supplier files for its own bankruptcy, is declared bankrupt, suspension of payments is requested, its business has been shut down or liquidated, a substantial part of its assets has been attached, a(n) (indirect) change of control has occurred, or (a material part of) the business has been transferred to a third party;

the financial position of the supplier deteriorates to such an extent that in the reasonable opinion of Weener the capability of the supplier to adequately fulfill its obligations under the agreement has been placed in jeopardy;

the delivery is rejected after inspection or re-inspection.

12. Guarantee. If within a period of 24 months after acceptance of the delivery, the delivery is found to be non-compliant with the stipulations in section 3 of these Conditions, the supplier shall, for its own account, replace, repair or re-execute the delivery at Weener's discretion when first requested to do so within 2 weeks without prejudice to Weener's other rights. If the supplier continues to default on its guarantee obligations, Weener has the right to proceed to replace, repair or reexecute the order at the supplier's expense with or without the help of a third party. Weener shall notify the supplier of the exercise of this right in advance where possible. A guarantee as described above shall apply also to replaced, repaired or re-executed parts of a delivery.

13. Intellectual property rights; licenses. If intellectual property rights apply to the delivery or accompanying documentation, Weener shall be entitled to the legal use thereof free of charge by means of a nonexclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the supplier, its employees or third parties involved by the supplier for performance of the agreement, belong solely to Weener. The supplier shall be obliged to do everything necessary to obtain or establish aforementioned rights when first requested to do so by Weener. The supplier guarantees that the delivery does not infringe any intellectual property rights of any third parties. The supplier indemnifies Weener against any and all (alleged) claims by third parties in this respect and shall reimburse Weener for any damages suffered as a result thereof.

14. Non-disclosure and information obligations. The supplier shall provide Weener with all information pertaining to the delivery insofar as it could be of importance to Weener. The supplier shall not reveal any confidential information to its own employees not involved with the delivery or to third parties, unless with the prior written approval of Weener. The supplier shall not be entitled to use the Weener name in advertisements or other (commercial) publications without the prior written approval of Weener.

15. Assignment of rights and obligations. The supplier is not entitled to subcontract the delivery or any part thereof to third parties nor to assign its rights and obligations from the agreement in whole or in part to third parties without the prior written approval of Weener shall be entitled to assign its rights and obligations from the agreement to any third party.

16. Applicable law; competent court. The agreement shall be governed by the laws of the Netherlands. The Vienna Sales Convention (CISG) is explicitly excluded. The competent court of Amsterdam, the Netherlands, shall have sole jurisdiction over disputes between Weener and supplier.