

GENERAL TERMS AND CONDITIONS OF SALE CLARAPLAST BV

Article 1. Applicability

- 1.1. Each sale agreement (hereinafter the "Agreement") entered into between Claraplast bv, KBO 0560.712.854, with registered office at 2610 Antwerpen, Rucaplein 53 (hereinafter "CLARAPLAST") and any (legal) person (hereinafter the "Customer") is subject to these general terms and conditions.
- 1.2. The general conditions of the Customer are expressly excluded.

Article 2. Quotations and order confirmation

- 2.1. Quotations and offers are not binding on CLARAPLAST unless specifically stated otherwise in writing. Details given in images, catalogues, advice and other additional information provided by CLARAPLAST are not binding on CLARAPLAST.
- 2.2. The agreement only comes into force following written confirmation by CLARAPLAST. Orders taken by a CLARAPLAST employee are only valid after written confirmation by an authorised person who can bind the company. A start of execution is deemed to be confirmation, unless it is made subject to reservations.

Article 3. Duty of documentation and cooperation

- 3.1. Orders by the Customer must always be accompanied by a declaration in which the Customer guarantees that the goods will be recycled. In the absence of such a declaration, CLARAPLAST has the right to suspend delivery and/or to terminate the Agreement out of court and without prior notice.
- 3.2. The Customer must at all times cooperate fully to enable CLARAPLAST to comply with its legal obligations, including those relating to waste disposal. This may involve, for example, cooperation in audits by public authorities and other competent bodies, the presentation at the first request of CLARAPLAST of supporting documents relating to the delivery and treatment of waste (receipts, delivery notes, sales contracts, treatment certificates, weighing certificates, invoicing, etc.).
- 3.3. In any event, no later than thirty (30) days after the delivery of goods, the Customer shall send CLARAPLAST the documentation enabling the traceability of the goods delivered, showing in particular their final destination.
- 3.4. Any fines or other penalties incurred by CLARAPLAST as a result of non-compliance by the Customer with its obligations under this article will be recovered from the Customer.

Article 4. Prices and validity period

- 4.1. Unless otherwise agreed, the prices and rates are in euros, excluding VAT.
- 4.2. Price offers, in whatever form, are only valid for a limited period of thirty (30) days.
- 4.3. If CLARAPLAST can show that at the time of execution of the Agreement the price of waste, wages, energy, import duties, transport costs or any other fixed and/or variable cost of CLARAPLAST has risen by at least ten (10) per cent, that part of the price which relates to the cost in question will be increased by the same amount, up to a maximum of eighty (80) per cent of the total price.

Article 5. Delivery terms

- 5.1. The delivery terms are always approximate and are not binding.
- 5.2. Exceeding the delivery term, provided it is within reasonable limits, will not give rise to the cancellation of the Agreement. CLARAPLAST will not, under any circumstances, be held liable for any compensation in the event of a delay in delivery.

Article 6. Delivery and transport

- 6.1. Unless otherwise agreed, goods are delivered by CLARAPLAST under the incoterm EXW: CLARAPLAST makes goods available for collection at its plant/warehouse. Unless otherwise agreed, collection must take place within seven (7) days of CLARAPLAST inviting the Customer to do so. The Customer must arrange for transport at his own risk and expense.
- 6.2. If the Customer fails to collect the goods ordered within the timeframe stated above, CLARAPLAST has the right to invoice the goods and demand payment for them. In addition, if collection of the goods is delayed, the Customer will be charged a storage cost estimated at 15 euros per tonne per month started.
- 6.3. The Customer must check whether the transport and delivery are permitted under the relevant legislation, including that of the Customer's registered office and of the place of destination. If transport or delivery cannot take place, this does not release the Customer from his obligations to CLARAPLAST, including payment of invoices.

Article 7. Environmental legislation

- 7.1. CLARAPLAST will transfer its obligations within the framework of current environmental legislation to the Customer insofar as this is possible.
- 7.2. The Customer indemnifies CLARAPLAST against any liability arising from the fact that the Customer has not fulfilled his obligations arising out of article 7.1 of these general terms and conditions.
- 7.3. The Customer is responsible for obtaining the necessary permits for the transport of goods.

Article 8. Complaints

- 8.1. After delivery, the Customer will immediately take possession and inspect the goods delivered.
- 8.2. Complaints about visible defects must be made to CLARAPLAST immediately on delivery.
- 8.3. Complaints relating to hidden defects will only be considered if they are reported to CLARAPLAST within eight (8) days of their discovery. In the absence of this, the Customer is deemed to have accepted what has been delivered by CLARAPLAST. CLARAPLAST may only be held liable for hidden defects in goods delivered up to one (1) year following their delivery.
- 8.4. The filing of a complaint, even within the prescribed period, does not release the Customer from the obligation to pay the invoice on the due date.

Article 9. Payment

- 9.1. Unless agreed otherwise, an invoice from CLARAPLAST for a delivery within the EU or to a Customer based in the EU is payable no later than thirty (30) calendar days from the date of invoice. For any other delivery, the invoice is payable no later than ten (10) calendar days before the date of delivery. Under no circumstances will the Customer be entitled to any discount, set-off or suspension of payment. Any protest relating to an invoice must reach CLARAPLAST in writing by registered letter, giving reasons, at the latest fourteen (14) days after the date of the invoice, on pain of forfeiture of the Customer's rights. A protest does not suspend the Customer's payment obligation.
- 9.2. CLARAPLAST may ask the Customer to make an advance payment. In this case, CLARAPLAST is entitled to postpone delivery until the deposit has been paid.
- 9.3. If the Customer fails to pay any amount due on time, interest will be payable automatically and ipso jure, without the need for notice of default, calculated in accordance with the Law of 2 August 2002 on late payments in commercial transactions, as well as a fixed amount of compensation equal to 10% of the amount of the invoice.
- 9.4. In the event of late payment of an invoice, all outstanding invoices of the Customer shall become immediately due and payable.

- 9.5. All costs incurred by CLARAPLAST in exercising and retaining its rights will be charged to the Customer.

- 9.6. In the event of non-payment by the due date or in the event of non-compliance with any contractual obligation by the Customer, for whatever reason, CLARAPLAST reserves the right to:

- either unilaterally suspend execution of all current orders, after prior notice and without any entitlement to compensation for the Customer, but without prejudice to CLARAPLAST's right to claim compensation;
- or unilaterally cancel the Agreement on behalf of the Customer, without the need for prior judicial authorisation and following a notice of default which has failed to materialise within eight (8) days, without prejudice to the right of CLARAPLAST to claim damages.

Article 10. Termination of the Agreement

- 10.1. CLARAPLAST reserves the right, without further notice, without legal intervention and without any entitlement to compensation for the Customer, to terminate the Agreement with immediate effect if:

- a change in legislation, administrative regulations, etc. has significant consequences for the delivery, or
- it can be reasonably assumed that the Customer will relocate his company abroad within four (4) months, or
- a licence necessary for the conduct of the Customer's business is withdrawn, or
- it turns out that at the time of entering into the Agreement, facts or circumstances have been withheld or misrepresented to such an extent that if CLARAPLAST had been notified of them in good time, the Agreement would not have been entered into or would have been entered into on different terms, or
- the Customer has had his assets seized or has otherwise lost the free disposal of all or part of his assets, or
- there is a significant deterioration in the solvency of the Customer, or
- the Customer is declared bankrupt, applies for a moratorium, is put into liquidation, is absorbed, merged, demerged or wound up; or
- any securities provided for the benefit of CLARAPLAST are at risk of being lost or destroyed, or
- other circumstances arise that seriously hamper or jeopardise CLARAPLAST's ability to recover.

- 10.2. If the Agreement is terminated in such situations, CLARAPLAST reserves the right to claim compensation for any losses incurred.

- 10.3. The Customer may only terminate a Agreement with the prior agreement of CLARAPLAST: in this case, the Customer will be required to pay a lump-sum indemnity of 20% of the price of the order, subject to CLARAPLAST proving greater damage. This indemnity covers fixed and variable costs and any loss of earnings.

Article 11. Guarantees

- 11.1. If CLARAPLAST's confidence in the Customer's creditworthiness is shaken by late payment or non-payment, by acts of judicial execution against the Customer and/or other identifiable events that call into question and/or make impossible the proper execution of commitments entered into by the Customer, CLARAPLAST reserves the right to demand suitable guarantees from the Customer. If the Customer refuses to do so, CLARAPLAST reserves the right to terminate all or part of the order, even if all or part of the goods have already been sent.

- 11.2. All goods belonging to the Customer and held by CLARAPLAST may be retained by CLARAPLAST as guarantees for the performance of the Customer's obligations, including those relating to other contracts.

Article 12. Retention of title

- 12.1. CLARAPLAST remains the owner of the goods until full payment of the price.
- 12.2. As long as ownership of the goods has not been transferred to the Customer – for reasons of non-payment or incomplete payment – the Customer may not grant any rights to third parties with regard to these goods and is obliged to store these goods, as the recognisable property of CLARAPLAST, with all due care.
- 12.3. If, contrary to the foregoing, the Customer grants third parties rights in respect of the goods delivered, any claim of the Customer as a result will be transferred to CLARAPLAST. In this case, the Customer will inform his debtor expressly in writing that the claim has been transferred to CLARAPLAST and that the only payment made to CLARAPLAST will be in full discharge of his obligations. The Customer undertakes to inform CLARAPLAST immediately by registered letter of any seizure of goods delivered by a third party.

Article 13. Force Majeure

- 13.1. If CLARAPLAST is unable to execute the Agreement because of force majeure, its execution will be suspended for the period of the force majeure and for a maximum of two (2) months. After these two months, or as soon as the force majeure becomes apparent, both parties will be entitled to terminate the Agreement in writing, without any entitlement to compensation on the part of the Customer.
- 13.2. Force majeure is any circumstance beyond the control of CLARAPLAST as a result of which execution of the Agreement cannot reasonably be required, such as strike, riot, war and other disturbances, blockades, disasters, lack of raw materials, prevention and interruption of transport facilities, extreme weather conditions, epidemics, breakdowns in the CLARAPLAST company or in its suppliers and/or government measures.

Article 14. Joint and several liability and indivisibility

- 14.1. If, according to the Agreement, the Customer is defined as more than one person/party, each of these persons/parties is jointly and severally liable to CLARAPLAST for all that which CLARAPLAST is or will be required to pay by virtue of the Agreement. A full or partial waiver of one of the joint and several debtors or the release of one of the joint and several debtors from one of their obligations does not release the remaining joint and several debtors from their obligations to CLARAPLAST.
- 14.2. All claims that CLARAPLAST may have against the Customer by virtue of any Agreement or several Agreements are deemed to be indivisible.

Article 15. Charges and costs

- 15.1. All charges, costs and taxes resulting from the Agreement or from its execution are at the expense of the Customer.
- 15.2. Future taxes, fees or charges of any kind and by whichever authority they may be levied and future increases in taxes which would have led to different conditions had CLARAPLAST been aware of them, are also payable in full by the Customer.

Article 16. Applicable law and competent court

- 15.3. This Agreement is governed by Belgian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 15.4. All disputes between the parties shall be subject to the exclusive jurisdiction of the courts of Antwerp, Antwerp section.

