

# GENERAL TERMS AND CONDITIONS

## Coops Kunststoffen B.V.

### Article 1. Definitions

1.1. **Offer:** The invitation for Coops Kunststoffen to make an offer, in whatever manner (by telephone, e-mail, in writing, etc.), to the Buyer, including but not limited to offers, quotations and proposals.

1.2. **Terms and conditions:** Present set of general terms and conditions.

1.3. **Coops Kunststoffen:** the user of these General Terms and Conditions, Coops Kunststoffen B.V., with Chamber of Commerce number 09089686, with registered office in Lent and place of business in (6604 LC) Wijchen, at Bijsterhuizen 2219.

1.4. **Buyer:** The person who, in the exercise of profession or business, concludes an Agreement with Coops Kunststoffen for the purchase of the Product.

1.5. **Delivery time:** The period agreed between Coops Kunststoffen and Buyer within which the Product must be delivered by Coops Kunststoffen.

1.6. **Order:** The Buyer's offer to Coops Kunststoffen, made in whatever manner (by telephone, e-mail, in writing, etc), in response to the Offer.

1.7. **Order confirmation:** The acceptance by Coops Kunststoffen, in whatever manner (by telephone, e-mail, in writing, etc), of the Buyer's Order.

1.8. **Agreement:** The agreement concluded between the Buyer and Coops Kunststoffen concerning the sale and delivery of the Product and/or the performance of services to which these General Terms and Conditions apply.

1.9. **Parties:** Coops Kunststoffen and Buyer jointly.

1.10. **Price:** The amount payable for the Product by Buyer to Coops Kunststoffen

1.11 **Product:** The moveable property to be delivered and/or made available to Buyer by Coops Kunststoffen pursuant to the Agreement.

### Article 2. Applicability and explanation

2.1. These General Terms and Conditions are applicable to any (invitation to make an) Offer, price lists, offer, acceptance, order, confirmation, Agreement and (to be concluded) agreement between Coops Kunststoffen and Buyer as well as to all (legal) relations between Parties arising therefrom or otherwise related thereto.

2.2. In case of conflict, the Agreement prevails over these General Terms and Conditions.

2.3. Any reference by Buyer to their own purchasing or other conditions is expressly rejected by Coops Kunststoffen.

2.4. If one or more provision(s) of these General Terms and Conditions are null and void or destroyed or otherwise lose their validity, the remaining provisions will remain in full force and effect. The former provision(s) shall in that case be replaced by a valid provision that corresponds as far as possible to the purpose and purport thereof.

2.5. Coops Kunststoffen reserves the right to amend these General Terms and Conditions. The amendments will take effect at the announced time. Coops Kunststoffen will provide the amended conditions to Buyer in a timely manner. If no effective date is specified for the amendments, the amendments will enter into force as soon as the Buyer is notified thereof.

### Article 3. Offer, creation and amendment

3.1. Any Offer made by Coops Kunststoffen is without obligation.

3.2. If an Offer is accompanied by estimates, plans, catalogues and/or other documents, these are subject to printing and/or writing errors and are only intended to give a general idea of the quality of the Products to be delivered by Coops Kunststoffen. All records remain the property of Coops Kunststoffen at all times.

3.3. The Agreement is concluded when the Buyer, in response to the Offer, places an Order with Coops Kunststoffen, which accepts the Order by means of an Order Confirmation, or if the Order is actually executed by Coops Kunststoffen.

3.4. Amendments to the Agreement shall be binding on Coops Kunststoffen only if accepted by it in writing.

3.5. An amendment to the Agreement may change the originally specified Delivery Time. **Article 4. Prices**

4.1. All prices charged by Coops Kunststoffen exclude:

a) sales tax and other government levies;

b) any costs to be incurred in connection with the (performance of the) Agreement, unless otherwise specified in writing.

4.2. All prices are in euros, unless otherwise agreed in writing.

4.3. If when entering the Agreement, a Price has already been agreed and subsequently one or more cost price factors undergo an increase, Coops Kunststoffen may increase the agreed Price accordingly and charge it to Buyer.

4.4. Coops Kunststoffen reserves the right to charge the Buyer for additional costs that were not foreseen at the time the Agreement was concluded and/or a rush rate of 30% on top of the invoice value for deliveries within 48 hours.

4.5. Coops Kunststoffen reserves the right to charge delivery costs to the Buyer.

### Article 5. Payment and default

5.1. Invoices will be paid within 30 (thirty) days of the invoice date, unless expressly agreed otherwise, without set-off or deduction, by deposit or transfer to (a) bank account(s) designated by Coops Kunststoffen. Payment of an amount is completed when it is credited to a bank account of Coops Kunststoffen.

5.2. Payment terms used by Coops Kunststoffen are strict deadlines.

5.3. If Buyer fails to pay (on time), Buyer shall be in default by operation of law. Buyer shall then owe statutory commercial interest or statutory interest on the invoice amount.

5.4. Complaints about invoices must be reported to Coops Kunststoffen in writing by Buyer within fourteen days of the invoice date. If Buyer does not complain about the invoice within this period, the content and amount of the invoice shall be deemed to be approved.

5.5. Any payment by Buyer shall first serve to pay the interest due and then to pay the costs associated with collecting the claim. Thereafter, each payment shall serve to settle the principal sum.

5.6. Coops Kunststoffen may impose additional payment conditions, including that (partial) prepayment or security of the invoice must take place. Coops Kunststoffen determines which

percentages of the Price and during which phase of performance of the Agreement these percentages of the Price are to be paid in advance or secured.

5.7. Notwithstanding the above, everything owed by the Buyer to Coops Kunststoffen at that time shall become immediately due and payable in full if:

a) Buyer does not fulfil its obligations under the Agreement, or if there is reasonable doubt at Coops Kunststoffen whether Buyer is reasonably still capable of fulfilling its obligations under the Agreement.

b) A request is made for debt relief, declaration of bankruptcy or dissolution of (the company of) the Buyer.

c) A decision is made by Buyer to file for its own bankruptcy or to dissolve its business or Buyer's business is actually discontinued.

e) Buyer has applied for or been granted suspension of payments.

f) The control or ownership rights of Buyer's company are changed or transferred in any way.

g) A request for the attachment of goods or property rights of the Buyer is made, or such an attachment is actually made.

h) Buyer implements its intention to offer a settlement/arrangement with creditors to avert bankruptcy, suspension of payments or debt relief.

5.8. If Buyer fails to pay (on time), Buyer shall owe Coops Kunststoffen extrajudicial collection costs and judicial costs associated with the collection procedure.

**Article 6. Delivery time**

6.1. Delivery times are determined by Coops Kunststoffen by approximation; they are therefore indicative and never imply a deadline. Coops Kunststoffen reserves the right to change or extend the Delivery Time on an interim basis.

6.2. Modification of the Delivery time shall not entitle Buyer to rescind the Agreement in whole or in part.

6.3. Exceeding or any interim adjustment of the agreed Delivery time shall never entitle Buyer to compensation.

**Article 7. Risk transition**

7.1. Delivery of the Product shall take place Ex Works (EXW) in accordance with Incoterms 2020, unless otherwise agreed in writing.

7.2. If the Product is transported by (mediation of) Coops Kunststoffen, Buyer shall ensure and guarantee proper, complete and sufficient receiving equipment as well as qualified employees and Buyer shall guarantee that the (storage) place(s), in which or where the Product is to be unloaded, is/are accessible without hindrance and without risks.

7.3. Buyer is under an obligation to purchase. If a Product offered by Coops Kunststoffen is not purchased, Coops Kunststoffen is authorised to store and/or sell the Product to third parties or, if storage and/or sale cannot reasonably be required of Coops Kunststoffen, to destroy the Product (or have it destroyed). All costs, as well as any reduced yield, shall be borne by the Buyer.

**Article 8. Warranty**

8.1. Coops Kunststoffen guarantees that, at the time of delivery, the Product meets the applicable quality requirements for the Product in compliance with the relevant tolerances and that the Product is suitable for the purpose for which it is to be used.

8.2. If and insofar as, with respect to the Product, a third party is bound to Coops Kunststoffen by any form of warranty, the warranty granted by Coops Kunststoffen in paragraph 1 of this article shall never extend beyond the warranty granted by this third party.

8.3. At the sole discretion of Coops Kunststoffen, Coops Kunststoffen shall replace the Product or refund the Price of a defective Product.

8.4. Replacement of the Product under paragraph 3 of this article does not extend the complaint period under Article 9 paragraph 2 of these General Terms and Conditions.

8.5. The warranty does not cover defects that are wholly or partly due to:

a) injudicious handling by Buyer;

b) method of processing, storage, production, construction or manufacture prescribed by Buyer, or caused by Buyer's prescribed supplier, consultant, subcontractor or assistant;

c) improper storage by the Buyer resulting in, for example, the Product being exposed to the effects of moisture, contamination, mould, dryness, light, high and low temperatures, deformation, shocks and vibrations or excessive long-term storage;

d) loss/wear from normal use;

e) use, treatment or processing of the Product other than in accordance with the guidelines and specifications provided with the Product or other than in accordance with the purpose for which the Product was supplied;

f) failure to follow the maintenance and/or user instructions, as explained orally and/or provided in writing by Coops Kunststoffen;

g) compliance with any government regulation;

h) discolouration or wear of the Product's coating due to the effect of weather, wind and climate on the Product.

8.6. During the period in which Buyer is in default with regard to any obligation towards Coops Kunststoffen, Coops Kunststoffen is not obliged to provide any form of guarantee. **Article 9. Complaints/returns**

9.1. Any complaints relating to visible or easily verifiable imperfections or shortcomings must be made known by the Buyer to Coops Kunststoffen in writing, accompanied by documentary evidence, immediately after delivery of the Product. Buyer is obliged to check the Product within 24 hours of delivery.

9.2. Buyer shall report all other complaints to Coops Kunststoffen in writing within fourteen days after it has observed or could reasonably have observed any imperfections or shortcomings after delivery of the Product, but at the latest within 2 months after delivery of the Product.

9.3. The aforementioned notification should contain as detailed a description as possible of the complaint and the Product concerned.

9.4. In any case, the assessment of whether the Product conforms to what has been agreed shall be based on the condition of the Product at the time of delivery. The Product about which Buyer has a complaint shall be carefully kept by the Buyer and made available for examination by Coops Kunststoffen at its first request.

9.5. Return of defective Products shall take place only in accordance with the manner indicated by Coops Kunststoffen.

9.6. If Buyer makes a complaint in compliance with this article and its complaint appears to relate to a shortcoming attributable to Coops Kunststoffen, at its discretion and without being obliged to pay any compensation for damages, Coops Kunststoffen shall:

a) either replace the Product concerned, after which the Product to be replaced shall remain/become the property of Coops Kunststoffen; or

b) refund the Price of the defective Product.

9.7. Within 24 hours of receipt, Buyer shall notify Coops Kunststoffen in writing

of any complaint it receives regarding the Products.

9.8. A shortcoming or imperfection caused by normal wear and tear, or the following, performed by Buyer or a third party engaged by Buyer, shall not be regarded as a shortcoming or imperfection within the meaning of this Article:

a) injudicious or careless use/maintenance/repair work;

b) modification/movement without the consent of Coops Kunststoffen;

c) action contrary to operating manual and/or safety standards.

9.9. Complaints do not in any way suspend Buyer's payment obligation.

9.10. Buyer has the burden of proof that the Product does not comply with the Agreement.

9.11. Buyer cannot derive any rights from the provisions of this article if and insofar as it fails to fulfil its obligations towards Coops Kunststoffen.

9.12. Any action under this clause shall lapse if Buyer fails to comply with all or any of the provisions herein, whereupon Buyer shall be deemed to have accepted the Product as sound in all respects.

### Article 10. Retention of title

10.1. The Product delivered and to be delivered by Coops Kunststoffen shall remain the property of Coops Kunststoffen until payment has been made of all that the Buyer owes or will owe on account of the Agreement or any other agreement or legal relationship, including all claims for failure to perform such agreements or legal relationships.

10.2. If Buyer fails to fulfil its obligations towards Coops Kunststoffen or if there is a well-founded fear that this will be the case, Coops Kunststoffen is entitled to remove (or have removed) the Product on which the retention of title referred to in paragraph 1 of this article rests from (and with the cooperation of) the Buyer or from third parties holding the Product for the Buyer.

10.3. So long as the delivered Products have not been paid in full, Buyer is obliged to keep the delivered Products in such a way that the Products are immediately recognisable to everyone as the property of Coops Kunststoffen.

10.4. Products delivered by Coops Kunststoffen that fall under the retention of title may only be resold or processed in the normal course of business.

### Article 11. Obligations of Buyer

11.1. Buyer shall ensure and vouch for the suitability, accuracy and completeness, of the data relevant to the Agreement provided to Coops Kunststoffen.

11.2. Buyer is obliged to take and follow up all measures and instructions

to be observed when using the Product and that contribute to the durability and safety of the Product.

**Article 12. Liability / insurance**

12.1. Coops Kunststoffen only accepts obligations to pay damages to the extent shown in this article.

12.2. The total liability of Coops Kunststoffen for attributable failure is limited to compensation for direct damage. In no case shall the total compensation for direct damage exceed 50% of the invoice amount pertaining to the defective Product.

12.3. Direct damage within the meaning of this article, insofar as the Buyer demonstrates such direct damage, is exclusively understood as:

a) the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article;

b) the reasonable costs incurred by Buyer to have the Product of Coops Kunststoffen comply with the concluded Agreement, if and insofar as Buyer has firstly made use of the possibilities mentioned in article 8 of these General Terms and Conditions;

c) the reasonable costs incurred to prevent or limit damage, insofar as Buyer demonstrates that these costs led to limitation of direct damage within the meaning of this article.

12.4. Excluded from liability of Coops Kunststoffen is indirect damage, including consequential damage, loss of profit, missed savings, damage due to business stagnation and any damage other than that referred to in paragraphs 2 and 3 of this article.

12.5. Mixing or further processing by Buyer of delivered Products discharges Coops Kunststoffen from any liability from the moment of such mixing or further processing.

12.6. Coops Kunststoffen shall not be liable for any damage arising from the revocation of an Offer.

12.7. Coops Kunststoffen is not liable for damage suffered by the Buyer or any third party, of whatever nature and due to whatever cause, that is the result of incorrect and/or inexperienced use by the Buyer or any third party of the Product supplied by Coops Kunststoffen.

12.8. Outside the cases mentioned in paragraphs 2 and 3 of this article, Coops Kunststoffen is in no way liable for damage, unless caused by intent or deliberate recklessness on the part of Coops Kunststoffen and in that case limited to a damage amount established with due observance of the provisions of paragraphs 2 and 3 of this article, regardless of the ground on which an action for compensation of that damage is based.

12.9. Buyer can only invoke any right to compensation after it has made a complaint in accordance with article 9 of these General Terms and Conditions and has given Coops Kunststoffen, insofar as necessary – while setting a reasonable term – written notice of default and Coops Kunststoffen continues to fail even after that term has expired.

12.10. A series of related damaging events shall count as one event for the purposes of this article.

### Article 13. Indemnity

13.1. Buyer indemnifies Coops Kunststoffen against all claims for damages from third parties to the extent that such damage is the result of Buyer not, not properly or not fully complying with these General Terms and Conditions or specific regulations of Coops Kunststoffen, or Buyer not adequately informing third-party users when using the Product, or Buyer wrongfully providing information or data not originating from Coops Kunststoffen. In such cases, Buyer is obliged to compensate all damage suffered by Coops Kunststoffen. **Article 14. Force majeure**

14.1. Force majeure means all causes that prevent the (further) fulfilment of Coops Kunststoffen's obligations under the Agreement that cannot be attributed to Coops Kunststoffen, such as illness, strikes, pandemics, government measures or regulations, war, terrorism, riots, molestation, fire, flood, earthquake and the failure of third parties to fulfil its obligations.

14.2. In the case of force majeure, Coops Kunststoffen is authorised to suspend and/or dissolve the performance of the Agreement. If as a result of the force majeure the suspension lasts longer than six months, Buyer is authorised to dissolve the Agreement. If the force majeure only partially prevents performance of the Agreement, Buyer shall only be authorised to dissolve the Agreement for that part. In the event of (partial) dissolution, there will be no rescinding obligations or

obligations to provide compensation.

14.3. If Coops Kunststoffen suspends the fulfilment of its obligations, it shall retain its claims resulting from the law and/or the Agreement.

14.4. If Coops Kunststoffen terminates the Agreement due to force majeure, Coops Kunststoffen is entitled to invoice to the extent that the Agreement had already been performed when the force majeure occurred.

### Article 15. Suspension / dissolution / set-off

15.1. Coops Kunststoffen is authorised to suspend the fulfilment of its obligations under the Agreement. In such cases, Coops Kunststoffen will not be obliged to pay any compensation to Buyer.

15.2. The Buyer is not entitled to suspend the fulfilment of its obligations under the Agreement towards Coops Kunststoffen.

15.3. Coops Kunststoffen is entitled to dissolve the Agreement with immediate effect by written notice to the Buyer if one or more of the circumstances as described in article 5.7 occur.

15.4. In all cases where the Buyer must take into account that it cannot fulfil its obligations towards Coops Kunststoffen, it must inform Coops Kunststoffen thereof immediately. In that case, Coops Kunststoffen is also entitled to dissolve the Agreement in the manner stipulated in paragraph 3 of this article.

15.5. In situations other than those mentioned in paragraph 3 of this article, the Agreement can only be terminated by mutual consent.

15.6. Dissolution does not lead to rescinding obligations. Notwithstanding the above, dissolution shall result in:

a) Buyer being immediately in default and all claims of Coops Kunststoffen being immediately due and payable.

b) all property of Coops Kunststoffen having to be returned immediately.

15.7. Coops Kunststoffen is at all times entitled to set off any debt on its part to Buyer against any claim it has against Buyer, after Coops Kunststoffen has given Buyer notice to that effect. Buyer waives the right to set off a debt to Coops Kunststoffen against a claim against Coops Kunststoffen.

### Article 16. Secrecy

16.1. Buyer undertakes not to disclose in any way or use for its own purposes anything that comes to its knowledge during the performance of the Agreement, the confidential nature of which is known to it or which it can reasonably suspect.

16.2. Buyer undertakes to uphold this confidentiality obligation, as included in paragraph 1 of this article, with the persons working for or on its behalf or third parties engaged by them or the Buyer.

16.3. Coops Kunststoffen has the right, in case of violation of the previous paragraphs by the Buyer and/or the persons working for him and/or third parties engaged by him, to suspend the execution of the Agreement or to dissolve it with immediate effect by written notification in accordance with what is stated in article 15 of these General Terms and Conditions. **Article 17. Privacy & Personal data**

17.1. The personal data necessary for the performance of the Agreement provided by the Buyer to Coops Kunststoffen will be processed in accordance with the General Data Protection Regulation (hereinafter: AVG) processed by Coops Kunststoffen.

17.2. Buyer is obliged to keep exchange of personal data confidential in accordance with applicable laws and regulations. Buyer is a data controller with respect to the further processing of personal data provided to it by Coops Kunststoffen.

17.3. Buyer is obliged to adequately secure its systems and (digital) infrastructure at all times.

17.4. Buyer shall ensure that personal data are provided to Coops Kunststoffen only to the extent that the Buyer is entitled to do so and has obtained any necessary consent from the persons to whom the personal data relate.

### Article 18. Intellectual property rights

18.1. Coops Kunststoffen reserves all intellectual and industrial property rights, whether or not related to the Product.

18.2. All (claims to) intellectual property rights with regard to any result arising from the Agreement shall be vested in Coops Kunststoffen, unless expressly agreed otherwise in writing. The Buyer transfers these (claims to) intellectual property rights – to the extent necessary – to Coops Kunststoffen free of charge. Insofar as such a transfer is not brought about by these General Terms and Conditions, Buyer shall, upon first request, cooperate in bringing about such transfer free of charge.

18.3. A result as referred to in this article means everything that is brought about within the framework of the Agreement, regardless of whether Buyer thereby makes use of any contribution by Coops Kunststoffen and/or third parties.

18.4. To the extent possible, Buyer waives any personality rights to the copyrighted works created under the Agreement.

18.5. Unless otherwise agreed in writing, Buyer does not retain or acquire any right of use in respect of any result of the Agreement.

18.6. Buyer shall indemnify Coops Kunststoffen and fully indemnifies Coops Kunststoffen in respect of any claim by third parties based on an (alleged) infringement of industrial or intellectual property rights resulting from the use by Coops Kunststoffen of forms, models, moulds, designs or other data or products made available by the Buyer.

### Article 19. Engaging third parties

19.1. Coops Kunststoffen may engage third parties for the performance of the Agreement. In such cases, these third parties operate for their own account and risk, and the Buyer cannot hold Coops Kunststoffen liable for any conduct of these third parties. Coops Kunststoffen may indemnify these third parties in the event that Coops Kunststoffen is sued by the Buyer for any damage caused by these third parties. **Article 20. Forfeiture of right**

20.1. Any claim against Coops Kunststoffen that – in any way whatsoever – is related to or arises from (the performance of) the Agreement shall in any case lapse by the expiry of one year, unless a different term applies under mandatory law, counting from the day of delivery of the Product unless otherwise agreed.

**Article 21. Applicable law and competent court**

21.1. The Agreement and the resulting or related legal relations between the Parties shall be governed by Dutch law.

21.2. The Vienna Sales Convention (CISG) does not apply. Unless the Parties agree otherwise in writing, all disputes between the Parties shall be settled by the competent court of the District Court of Gelderland, place of session Arnhem.

21.3. Unless the Parties agree otherwise in writing, all disputes between them shall be settled by the competent court of the District Court of Gelderland, place of session Arnhem.

21.4. In the case of force majeure, Coops Kunststoffen is authorised to suspend and/or dissolve the performance of the Agreement. If as a result of the force majeure the suspension lasts longer than six months, Buyer is authorised to dissolve the Agreement. If the force majeure only partially prevents performance of the Agreement, Buyer shall only be authorised to dissolve the Agreement for that part. In the event of (partial) dissolution, there will be no rescinding obligations or