



General conditions applicable to the sale and delivery of products and provision of services by Polymer Precision Solutions N.V., here in after to be referred to as “Polymer Precision Solutions”.

ARTICLE 1 – DEFINITIONS

1. **Client:** Anyone who enters into an agreement with Polymer Precision Solutions, receives an offer from Polymer Precision Solutions, or gives Polymer Precision Solutions an order.
2. **Services:** Any services provided by Polymer Precision Solutions for a Client, including, among other things: advisory, design and supervisory works: control, analysis, turning on, testing and maintenance works.
3. **Goods:** All material products of Polymer Precision Solutions which can be handled by man, as well as all other goods at which, with which or in relation to which Services are provided by Polymer Precision Solutions.
4. **Duration:** The end date or duration of the works agreed by Polymer Precision Solutions with the Client in the framework of an agreement for the provision of services.
5. **Days:** All calendar days.

ARTICLE 2 – GENERAL

1. These general conditions (the “Conditions”) are applicable to all offers from and to all orders to Polymer Precision Solutions for the sale and delivery by Polymer Precision Solutions of Goods and to all related agreements with Polymer Precision Solutions, as well as to all offers and to all orders to Polymer Precision Solutions for the provision of Services by Polymer Precision Solutions and to all related agreements with Polymer Precision Solutions.
2. The applicability of the Client’s conditions is hereby explicitly waived.
3. Deviations from these Conditions are valid only if and as far as they have been accepted in writing by Polymer Precision Solutions, and apply only to specific agreements. In such case the other, unaffected clauses of these Conditions remain fully applicable.

ARTICLE 3 – OFFERS, ORDERS AND AGREEMENTS

1. All offers of Polymer Precision Solutions are not binding and are free of obligations. They are valid for 7 (seven) Days, unless stated otherwise.
2. Offers and acceptations of offers by the Client are irrevocable.
3. Polymer Precision Solutions is bound only if it has accepted an offer in writing, or if it has started with the execution thereof. Moreover, Polymer Precision Solutions is bound

only as it has accepted in writing, excluding other obligations (e.g., implied or related duties).



ARTICLE 4 – PRICE

1. Prices given by or agreed with Polymer Precision Solutions are net, therefore among other things exclusive of turnover tax, other taxes and charges, and are valid only at delivery ex works Lommel (cf. Incoterms 2020). They are further exclusive of the costs of wrapping, loading, transport, unloading, insurance. Also the costs of especially manufactured or to be manufactured tools, matrixes and the like, are at the expense of the Client and will be charged separately. These tools etc. are and remain property of Polymer Precision Solutions, notwithstanding any relative remuneration paid to Polymer Precision Solutions. The Client also is not entitled to the delivery of these tools etc.
2. Prices given by Polymer Precision Solutions or agreed with Polymer Precision Solutions are among other things based on the costs of the raw materials, materials, transport and wages valid on the day of the offer, respectively the day of the coming into being of the agreement

ARTICLE 5 – DELIVERY/EXECUTION

1. The delivery time starts after the conclusion of the contract, but not before Polymer Precision Solutions has the disposal of all objects, documents and information to be provided by the Client, and, if that has been agreed upon, after a payment in advance has been received by Polymer Precision Solutions or after a security is given to Polymer Precision Solutions.
2. Goods to be delivered by Polymer Precision Solutions are considered delivered, as soon as they are ready for shipment in the warehouse in Lommel and the Client has been informed of that, and in the absence of such a notification, as soon as they have left the factory or the warehouse of Polymer Precision Solutions or of third parties engaged by the latter, to be transported to or for the benefit of the Client.
3. Exceeding delivery times or exceeding the duration does not give the Client the right to demand supplementary or substitutive compensation, and it does not give him the right to the non-fulfilment of any obligation resulting from the agreement. If and as far as Polymer Precision Solutions exceeds the delivery time or Duration agreed upon with the Client, due to circumstances which can be attributed to Polymer Precision Solutions, the Client has the right to determine a reasonable term within which the Goods must be delivered or the Services must be provided after all, in the absence of which delivery or provision the Client has the right to terminate the not executed part by means of a written declaration, without prejudice to the provisions of article 12. The delivery time or the Duration agreed upon or determined by the Client in case of exceeding based on this article is prolonged with the time that the execution of the agreement is slowed down by force majeure. It is also prolonged with the time that the Client is later with the fulfilment of any obligation than agreed or than can reasonably be expected by Polymer Precision Solutions.
4. If a compensation is agreed upon with Polymer Precision Solutions, to be paid when the delivery time or the Duration is exceeded, it is only due if the exceeding is the result of negligence by Polymer Precision Solutions and if the Client demonstrates that he has incurred damage due to Polymer Precision Solutions' negligence, and if the Client demonstrates to have incurred damage as a result of the exceeding. The compensation due never exceeds the amount of the actual damage.



5. Polymer Precision Solutions has the right to execute agreements in accordance with its own views, if necessary by engaging third parties and if necessary in parts. For the application of these Conditions every partial delivery is considered an independent delivery.

ARTICLE 6 – RISK AND TRANSFER OF PROPERTY

1. The risk for the Goods is for the Client from the moment that the Goods are considered delivered as intended in article 5.2. The risk for Goods of the Client is, also if these Goods are in buildings or on grounds of Polymer Precision Solutions, always for the Client.
2. Loading, shipment, transport and unloading of the Goods are at the Client's risk, also if Polymer Precision Solutions takes care of it himself.
3. All delivered Goods remain property of Polymer Precision Solutions until the moment of total payment of all the sums Polymer Precision Solutions claims from the Client regarding the agreement at issue and/or earlier or later agreements of the same nature, incl. damage, costs and interest. The Client has no lien on the Goods at issue.
4. If the Client forms a new good, among other things from the Goods delivered by Polymer Precision Solutions on which a reservation of ownership rests, the Client is obliged, at the first request of Polymer Precision Solutions, to do everything necessary to establish a lien on that good for the benefit of Polymer Precision Solutions, or to give a security, at Polymer Precision Solutions' choice, for example in the form of the payment of a guarantee deposit, or the issue of a bank guarantee.
5. If the Client sells the Goods, Polymer Precision Solutions can oblige him to establish a silent lien on his claim on the Client resulting from the sale for the benefit of Polymer Precision Solutions. The Client is obliged to do everything necessary for this at the first request of Polymer Precision Solutions.
6. The Client will treat the goods intended in this article as a prudent administrator. He will insure the goods against all calamities based on the invoice value. The Client will provide Polymer Precision Solutions at the first request of the latter names and addresses of the insurance companies and copies of the policies. Further, the Client will, at the first request of Polymer Precision Solutions, as far as this has not legally come about, establish a silent lien for the benefit of Polymer Precision Solutions on his relative claims on the insurance company.
7. If Polymer Precision Solutions, in connection with the reservation of property, must fetch back the goods from the Client, the costs involved in this are entirely charged to the Client.
8. The intellectual property rights on or in connection with the Goods delivered remain with Polymer Precision Solutions or with third parties rightsholders and they are never transferred to the Client.

ARTICLE 7 – PURCHASE

1. The Client is obliged to check the quantities, weight, size and visible faults of the delivered Goods, immediately after the delivery, before storing or using them.



2. Polymer Precision Solutions has the right to appeal to force majeure if the execution of the agreement is entirely or partly, temporarily or not, impeded or rendered more difficult by circumstances which are reasonably outside its will, including factory blockade, strikes, lightening strikes, work-to-rules, and exclusions, delayed supplying to Polymer Precision Solutions of parts, goods or services ordered from third parties, due to circumstances, accidents and operational trouble, which can not be attributed to Polymer Precision Solutions.
3. In case of force majeure on the side of Polymer Precision Solutions, its obligations are deferred. If the force majeure lasts longer than three months, both Polymer Precision Solutions and the client are authorized to terminate the agreement for the not executed part, by means of a written declaration, without prejudice of the provisions of article 12.

ARTICLE 8 – FORCE MAJEURE

1. Polymer Precision Solutions has the right to appeal to force majeure if the execution of the agreement is entirely or partly, temporarily or not, impeded or rendered more difficult by circumstances which are reasonably outside its control, including factory blockade, strikes, lightning strikes, work-to-rules, and exclusions, delayed supplying to Polymer Precision Solutions of parts, goods or services ordered from third parties, due to circumstances, accidents and operational trouble, which cannot be attributed to Polymer Precision Solutions.
2. In case of force majeure on the side of Polymer Precision Solutions, its obligations are deferred. If the force majeure lasts longer than three months, Polymer Precision Solutions and/or the Client are authorized to terminate the agreement for the not executed part, by means of a written declaration, without prejudice of the provisions of article 12.

ARTICLE 9 – COMPLAINTS

1. Polymer Precision Solutions guarantees the soundness of the Goods delivered by the latter and/or for the good execution of the Services by the latter or by third parties engaged by the latter, in such a manner that only in case of faults, it will either i) repair free of charge, or ii) will make a new delivery or execute again free of charge, or iii) the Client will be reasonably credited entirely or partly for the invoice value of the Goods concerned or the Services concerned, everything at the discretion of Polymer Precision Solutions. Costs of tracing, removal and/or dismantling of Goods or in connection with Goods to be repaired or replaced or Services to be carried out anew, are at the expense of the Client.
The same goes for any costs of construction or reassembly after the carrying out of the repair works. Repair and/or redelivery as intended here, take place only in Belgium.
2. Complaints regarding the weight, the size and the quantity of the Goods delivered must be made immediately after the delivery, in the absence of which each relative claim towards Polymer Precision Solutions is void.
3. Complaints regarding visible faults and other faults to delivered Goods are to be done within seven days after the delivery, in the absence of which any claim towards Polymer Precision Solutions is void.



4. All complaints regarding the execution of the Services by or on behalf of Polymer Precision Solutions must be submitted with Polymer Precision Solutions in writing and within seven days after the finishing of the Services, in the absence of which any claim regarding those works towards Polymer Precision Solutions is void.
5. Every right to complain is void if:
 - a. the instructions or advices given by Polymer Precision Solutions regarding the delivered Goods or the Services concerned have not been followed exactly;
 - b. the delivered Goods were used improperly or not in accordance with the agreed or normal purpose;
 - c. the Client or third parties not engaged by Polymer Precision Solutions have carried out work at the Goods delivered by Polymer Precision Solutions, without the permission of the latter;
 - d. the Client fails to observe, does not observe properly or in time, any obligation of the agreement at issue towards Polymer Precision Solutions.
6. As far as Polymer Precision Solutions has agreed upon any written warranty, the latter is only valid during the agreed warranty period. The provisions of paragraphs 1, 5, 7 and 8 of this article also apply in such case.
7. For Goods or parts of Goods which Polymer Precision Solutions purchases from third parties the obligations of Polymer Precision Solutions towards the Client are, as far as this is expressly agreed, never greater, nor do they last longer than the obligations resulting from any right of complaint and/or warranty, of those third parties towards Polymer Precision Solutions. Polymer Precision Solutions will be acquitted from that if it transfers its claim on that third party to the Client.
8. Before Polymer Precision Solutions recognizes any fault, the latter must be given the opportunity by the Client to do a control, inspection or test within seven days after the appeal to the complaint c.q. the warranty. If the Client does not give Polymer Precision Solutions the opportunity to do this within the term mentioned above, any claim of the Client towards Polymer Precision Solutions is void.

ARTICLE 10 – LIABILITY AND INDEMNITY

1. The liability of Polymer Precision Solutions regarding any faults in the Goods and/or Services delivered by the latter is limited to the observance of the warranty described in the previous paragraph. Extracontractual liability claims are excluded.
2. Polymer Precision Solutions is therefore never obliged to pay any compensation of any nature whatsoever. An exception to this exists only if and as far as the damage incurred has been caused by the intent or gross negligence of Polymer Precision Solutions or of its own employees. Except for intent or gross negligence of Polymer Precision Solutions itself, however, also liability of Polymer Precision Solutions for loss of profits, consequential damage or indirect damage is always excluded.
3. In all cases in which Polymer Precision Solutions is obliged to pay compensation, this compensation will never exceed, at its own discretion, either the invoice value of the delivered good or provided service, as a result of which the damage has been caused, or the amount of to be specified: amount.



4. In all cases in which Polymer Precision Solutions must pay a fine its possible obligation to compensation is limited to the payment of the fine, without prejudice to the provisions of article 5.4.
5. Any claim towards Polymer Precision Solutions, except those recognized by Polymer Precision Solutions, is void after the expiry of 12 months after the establishment of the cause of the claim.
6. It is possible for Polymer Precision Solutions to object to its Client's liability-limiting, excluding or establishing conditions, which can be objected regarding the goods delivered by suppliers or subcontractors of Polymer Precision Solutions to Polymer Precision Solutions.
7. Polymer Precision Solutions' employees or assistants engaged by Polymer Precision Solutions for the execution of the agreement can appeal towards the Client to all means of defence to be derived from the agreement, as if they themselves were a party in that agreement. These employees and other auxiliaries cannot be held liable directly, neither on an extracontractual basis.
8. The Client will safeguard Polymer Precision Solutions, its employees and the assistants engaged by Polymer Precision Solutions for the execution of the agreement from any claim of third parties regarding the execution by Polymer Precision Solutions of the agreement, as far as these claims are higher or different than those which are due to the Client towards Polymer Precision Solutions.
9. Regarding the goods to be delivered the Client will strictly observe the national, international or government export, import and use limitations. He will indemnify Polymer Precision Solutions for the damage which Polymer Precision Solutions incurs as a result of any breach of these limitations.

ARTICLE 11 – PAYMENT AND SECURITY

1. Payment must take place within 30 days after the invoice date. However, Polymer Precision Solutions has at all times the right to claim the entire or partial payment in advance and/or otherwise receive security for the payment.
2. The Client renounces any right to compensate claims with any sums due to Polymer Precision Solutions. Warranty claims and complaints do not defer the payment obligations of the Client.
3. If the Client does not pay any sum owed by him in accordance with the previous paragraphs, he is in default without prior notice of default. As soon as the Client is in default with any payment, all other claims on the Client are claimable and also regarding those claims the default takes effect immediately, without proof of default. As from the day the Client is in default, he owes Polymer Precision Solutions a delay interest of 1 per cent per month or part of a month during which the default lasts. If the Client is in default he owes Polymer Precision Solutions the extrajudicial /collecting costs, which are in connection with the collection of the claim, which is established at 15 per cent of the claim, with a minimum of € 250.00, without prejudice to the right to prove greater damage.



ARTICLE 12 – DISSOLUTION

1. If the Client fails to observe one or more of his obligations, or if he does not observe them in time or properly, even after Polymer Precision Solutions gave written notice, if he is declared in bankruptcy, files a (provisional) suspension of payment, enters into liquidation of his firm, and when his capital is entirely or partly seized, Polymer Precision Solutions has the right to defer the execution of the agreement or to dissolve the agreement entirely or partly without previous proof of default, by means of a written declaration, everything at the discretion of the latter and always while retaining all its rights to compensation of costs, damage and interests.
2. The Client only has the right to dissolve the agreement in the cases intended in articles 5.3 and 8.2 of these conditions and in that case only after payment to Polymer Precision Solutions of all sums due to Polymer Precision Solutions at that moment, whether claimable or not.
3. If the agreement terminates in accordance with article 12.1 before the agreed Goods have been completed or delivered or the agreed Services have been provided, Polymer Precision Solutions is entitled to the full agreed price for those Goods or Services, minus the savings which are a direct result of the termination. If the agreement ends thus in accordance with article 12.2, Polymer Precision Solutions is entitled to a part of the price agreed in proportion to the relation between the extent of the already performed Services and delivered Goods and the agreed or expected fully executed performance and the Services necessary for that, minus the savings which are a direct result of the termination. Any costs made or investments done at the moment of the termination must always be fully reimbursed by the Client.

ARTICLE 13 – NON-SOLICITATION

4. The Client undertakes not to solicit, directly or indirectly, personnel of Polymer Precision Solutions (both employees and freelancers), without its prior express and written agreement. This non-solicitation obligation is valid for the duration of the contract and for eighteen (18) months after its termination or expiration.
5. Where this obligation is not honoured, the Client shall be liable for compensation amounting to thirty-six (36) months of the gross salary that the solicited employee was receiving at the time he/she was solicited.

ARTICLE 14 – DISPUTES AND APPLICABLE LAW

1. All disputes which exist between the parties will be settled only by the courts of the jurisdiction of Polymer Precision Solutions' registered seat.
2. All relations between the parties are subject to Belgian law.