

Empiriplast Global

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GENERAL TERMS AND CONDITIONS OF EMPIRIPLAST GLOBAL B.V. IN DOETINCHEM, THE NETHERLANDS

1. Section 1 Applicability

- 1.1. The provisions in these general terms and conditions apply to the selling of goods, as well as to the provision of services, such as mediation and/or consultancy with regard to agreements entered into by clients, or project- management with regard to the purchase and/or installation by clients of goods - whether purchased through Empiriplast Global or not. Any mention of or referral to buyer in these terms and conditions shall also be a mention of or referral to the potential client.
- 1.2. The provisions in these general terms and conditions shall apply to every offer and agreement between Empiriplast Global and a buyer to whom Empiriplast Global has declared these terms and conditions applicable, as far as these terms and conditions have not been explicitly deviated from or have been deviated from in writing by the involved parties.
- 1.3. The present terms and conditions shall also apply to all agreements with Empiriplast Global for which third parties have to be involved for the realization.
- 1.4. Any general terms and conditions of buyer shall only be applicable if and as far as it has been agreed upon in writing that those terms and conditions shall be subject to the present terms and conditions.
- 1.5. If one or more provisions in these terms and conditions are or have been rendered null and void or have been nullified, the remaining provisions in these terms and conditions shall remain fully applicable. Empiriplast Global and buyer shall in that case confer in order to agree upon new provisions to replace the null and void or nullified provisions, where possible taking into account the aim and intent of the original provisions.
- 1.6. If the agreement concerns a delivery produced by a third party, the sales, delivery, and payment conditions of that producer shall apply if the involvement of this third party was known or could reasonably be known to the client and specifically if those conditions deviate from the conditions of Empiriplast Global as regards guarantees and liabilities. If however, no losses can be recouped from the producer, the provisions in these general terms and conditions as regards guarantees and liabilities shall remain fully applicable. The terms and conditions of the third party can only be deviated from in the agreement between Empiriplast Global and the client if that deviation has been recorded in writing. This shall apply if Empiriplast Global acts as supplier and if Empiriplast Global acts as a consultant or intermediary.

2. Section 2 Tenders

- 2.1. All offers are free of engagement, unless a term of acceptance has been stated in the offer.
- 2.2. If acceptance (with regard to the matters stated below) deviates from the offer stated in the tender, Empiriplast Global shall be uncovenanted. The agreement shall in that case not be concluded in accordance with this deviating acceptance, unless Empiriplast Global accepts this deviation in writing.
- 2.3. Empiriplast Global shall not be bound by any notifications and/or specifications made by her or the manufacturer in catalogues, pictures, drawings, indications of dimensions and weights or in any other printed matter, unless the tender or a written agreement explicitly refers to this with the indisputable intention of Empiriplast Global to make this data part of the agreement.
- 2.4. Tenders shall not automatically apply to reorders.

3. Section 3 Agreements and changes in the agreements.

- 3.1. Agreements shall only be concluded after the explicit written acceptance of Empiriplast Global.

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- 3.2. Agreements with subordinate personnel of Empiriplast Global shall not be binding, unless these agreements have been confirmed by Empiriplast Global in writing. In this context subordinate personnel is understood to mean employees who hold no registered procuration of Empiriplast Global in the company register.
- 3.3. Specifications and statements with regard to dimensions and weights shall only be binding between both parties if these have been included in the written acceptance of the agreement by Empiriplast Global with prejudice to the provisions in section 3.4. of these general terms and conditions.
- 3.4. Empiriplast Global shall be competent to deliver items that as regards design deviate slightly from the items described in the agreement. if this deviation has no influence on the usability for the purpose the buyer has made known before or after the agreement was concluded. In addition, Empiriplast Global shall be competent to deliver changed items if the changes concerned are necessary to meet applicable statutory regulations.
- 3.5. If during the realization of the agreement it turns out that for a correct realization it is necessary to change and/ or supplement the work to be carried out. both parties shall in time and by mutual consultation adapt the agreement in accordance with these changes/supplementations.
- 3.6. If parties agree that the agreement must be changed and/ or supplemented, the time of completion of the assignment may be influenced. In this case Empiriplast Global shall inform buyer of this as soon as possible.
- 3.7. If the change and/or supplementation of the agreement have/has financial and/or qualitative consequences, Empiriplast Global shall inform buyer of this in advance.
- 3.8. If a fixed fee has been agreed upon Empiriplast Global shall indicate in how far the change of or supplementation to the agreement shall result in an exceeding of this fixed fee.
- 3.9. In deviation from that which has been agreed upon in these terms and conditions, Empiriplast Global shall not charge any additional costs if the change or supplementation is the result of circumstances that can be attributed to Empiriplast Global.

4. Section 4 Suspension and annulment

- 4.1. Empiriplast Global is competent to suspend the fulfilment of the obligations or to annul the agreement. if:
 - 4.1.1. buyer does not or not fully fulfill the obligations arising from the agreement.
 - 4.1.2. after conclusion of the agreement circumstances that have come to the attention of Empiriplast Global form good reason to fear that buyer shall not fulfil his obligations. If there is good reason to fear that buyer shall only partly or improperly fulfil his obligations, the suspension shall be allowed only as far as the shortcoming justifies it.
 - 4.1.3. buyer at the time of conclusion of the agreement is requested to provide certainty with regard to the fulfilment of its obligations arising from the agreement and this certainty is not provided or proves to be insufficient. As soon as certainty is provided, the competence for suspension shall lapse, unless the fulfilment of buyer's obligations has been unreasonably delayed due to this temporary uncertainty.
- 4.2. Furthermore Empiriplast Global shall be competent to annul the agreement or have the agreement annulled if circumstances arise which are of such a nature that observance of the agreement becomes impossible or in all reasonableness and fairness can no longer be expected or if circumstances occur which are of such a nature that an unchanged preservation of the agreement in all reasonableness can no longer be expected.
- 4.3. If circumstances arise with regard to persons and/or material who or which Empiriplast Global uses or has to use in order to realize the agreement. which are of such a nature that realization of the agreement becomes so impossible, troublesome and/or disproportionately costly that observance of the agreement in all reasonableness can no longer be expected, Empiriplast Global shall be competent to annul the agreement without being held to pay any damages.

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- 4.4. If the agreement is annulled any claims of Empiriplast Global against buyer shall become immediately claimable. If Empiriplast Global suspends fulfilment of the obligations, Empiriplast Global shall retain its legal rights and rights arising from the agreement.
- 4.5. If buyer intermediately annuls the agreement, Empiriplast Global shall be entitled to compensation as a result of a plausible loss of occupancy which is the result of this annulment. unless facts and circumstances which can be imputed to Empiriplast Global are the reason for the annulment. Furthermore, buyer shall in that case be held to pay any expenses for work that has been carried out up to the point of annulment and any costs for Empiriplast Global associated with the annulment.
- 4.6. Empiriplast Global shall always retain the right to claim compensation.

5. Section 5 Realization of the agreement

- 5.1. Empiriplast Global shall carry out the agreement with good intent, to the best of its abilities and in accordance with good engineering practice. All this on the basis of most recent technologies.
- 5.2. Empiriplast Global shall be competent to call in third parties for the realization of the agreement.
- 5.3. Buyer shall see to it that all data, of which Empiriplast Global indicates that these are necessary or of which buyer should reasonably understand that these are necessary for the realization of the agreement, are provided to Empiriplast Global in time. If the data required for the realization of the agreement are not provided to Empiriplast Global in time, Empiriplast Global shall be competent to suspend realization of the agreement and/or charge buyer with any extra expenses resulting from the delayed realization, in accordance with the standard tariffs.
- 5.4. If work is carried out by Empiriplast Global or by third parties engaged by Empiriplast Global. in the framework of the assignment at the location of buyer or at a location appointed by buyer, buyer shall free of charge provide any facilities required by the employees within the bounds of reasonableness.
- 5.5. If for the realization of the agreement more work has to be carried out than was agreed upon by parties, the additional work shall be at the expense of buyer. Any deduction of work shall be calculated as well.
- 5.6. If for the realization of the agreement Empiriplast Global has provided buyer with means, buyer shall be held to fully return the delivered means within 14 days after realization of the agreement, in original state and free of defects. If buyer does not fulfil this obligation any costs, including any replacement costs, resulting from this failure to fulfil the obligation shall be at the expense of buyer.
- 5.7. Buyer shall provide Empiriplast Global with all necessary office facilities for any consultancy work carried out by Empiriplast Global on location.

6. Section 6 Delivery and lead-time

- 6.1. Delivery shall be ex-factory from the supplier or warehouse of Empiriplast Global if the product is in stock in this warehouse.
- 6.2. If delivery is made out on the basis of "Incoterms", the valid "Incoterms" shall be applicable at the moment of conclusion of the agreement.
- 6.3. Buyer shall be held to purchase the items the moment Empiriplast Global delivers the items to buyer or has the items delivered to buyer, or at the moment the items are put at the disposal of buyer in accordance with the agreement.

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- 6.4. If buyer refuses to accept the items or withholds or refrains from providing information or instructions necessary for the delivery, Empiriplast Global shall be competent to store the items at the expense and risk of buyer.
- 6.5. If the items are delivered, Empiriplast Global shall be competent to charge shipping costs. These costs shall in that case be invoiced separately.
- 6.6. If Empiriplast Global requires certain data from buyer in the framework of the realization of the agreement. the lead-time shall take effect from the moment buyer has provided Empiriplast Global with these data.
- 6.7. If Empiriplast Global has stated a term of delivery, this term shall be indicative. A stated term of delivery shall therefore never be a fatal term and exceeding this term shall not entitle buyer to annulment or damages unless explicitly agreed otherwise. If a term is exceeded, buyer shall hold Empiriplast Global liable in writing.
- 6.8. Empiriplast Global shall be competent to deliver the items in more than one delivery, unless the agreement states otherwise or if the partial delivery has no independent value. Empiriplast Global shall be competent to separately invoice the partial delivery items.
- 6.9. If it has been agreed upon that the agreement shall be realized in stages, Empiriplast Global shall be competent to suspend the realization of those parts that belong to a following stage until buyer has approved the results of the preceding stage in writing.

7. Section 7 Risk transfer

- 7.1. The risk of loss or damage to one of the products that are the subject of the agreement shall be transferred to buyer the moment these products are legally and/or actually delivered to buyer and therefore brought into the power of buyer or of a third party to be appointed by buyer.

8. Section 8 Transport

- 8.1. Unless agreed upon otherwise,
 - 8.1.1. the transport hazard for the items to be delivered shall be fully for buyer, even when Empiriplast Global sends the items and the delivery notes state that any damage during transport shall be at the expense of the sender.
 - 8.1.2. the risk for ex-factory transport for items that are not delivered from stock shall be for buyer as well, as far as this risk does not lie with the manufacturer.
 - 8.1.3. and if buyer has requested it explicitly, Empiriplast Global shall take out transport insurance at the expense of buyer.

9. Section 9 Assembly

- 9.1. Assembly of the delivered items is not included in the agreement unless explicitly agreed upon in writing.
- 9.2. If it has been explicitly agreed upon that Empiriplast Global is responsible for the assembly of the items and the assembly therefore is part of the agreement or if a separate agreement has been concluded for this purpose, assembly shall be carried out in accordance with the following conditions:
 - 9.2.1. Buyer shall provide the mechanic of Empiriplast Global with sufficient assistants.
 - 9.2.2. Any travelling and accommodation expenses shall be at the expense of buyer, while buyer shall also provide suitable accommodation for the mechanic.
 - 9.2.3. The room that will be used for assembly shall be sufficiently lighted. Furthermore, the room shall be lockable and a separate lockable, dry storage room shall be available for the required tools and materials.
 - 9.2.4. The mechanic shall have access to any required aids, gas, water, electricity, small tools, and appliances, free of charge.

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- 9.2.5. Prior to the assembly activities it must be ensured that the foundations, walls and partitions of the room that shall be used to set-up the machinery, are dry and able to bear the load of the machinery.
- 9.2.6. Buyer shall see to an environmentally sound removal of any used and polluted aids and substances such as cleansing agents, chemicals, cleaning cloths, etc.
- 9.2.7. Carpentry, painting, bricklaying, digging, construction, plumbing, electricity activities and the like shall be carried out at the expense of buyer.
- 9.2.8. The standard hourly fee of Empiriplast Global shall apply to any additional work that has to be carried out during the assembly.
- 9.2.9. Buyer shall be liable for any costs made by Empiriplast Global as a result of the lack of or insufficient availability of the required facilities and shall enable Empiriplast Global to carry out the work at another time.

10. Section 10 Acceptance and complaints

- 10.1. If buyer earlier had been shown or provided with a sample or model, it shall be presumed to have been merely intended as an indication and the actual item does not have to correspond with that sample or model, unless it has been explicitly agreed upon that the item shall correspond with that sample or model.
- 10.2. Parties shall in mutual consultation draw up an acceptance protocol in which agreements are laid down with regard to the establishing and handling of any defects and shortcomings.
- 10.3. If parties have not agreed upon any acceptance protocol, the following provisions shall at least be applicable:
 - 10.3.1. Buyer shall inspect the item on delivery and shall be obliged to inspect the item to determine if the delivered item is in accordance with the agreement. Buyer shall report any visible defects or shortcomings to Empiriplast Global immediately and confirm this report in writing immediately.
 - 10.3.2. Buyer shall report any non-visible defects in the delivered items to Empiriplast Global in writing within 5 working days after discovery of these defects, or within 5 days after the defect could have been discovered. In all other circumstances, the defect must be reported within 5 days after discovery of the defects or after this defect could have been discovered. All this however within the term of guarantee.
 - 10.3.3. Even if buyer reclaims in time, his obligation to pay and accept shall remain applicable.
 - 10.3.4. If buyer wishes to return defective items, he must do so with the prior written approval of Empiriplast Global and in the manner indicated by Empiriplast Global.
- 10.4. The following applies to complaints with regard to consultancy activities:
 - 10.4.1. Buyer shall report any complaints with regard to consultancy to Empiriplast Global in writing within 5 working days after discovery and at the latest within 14 days after completion of the concerning work. The proof of default must contain a detailed description of the shortcoming so that Empiriplast Global shall be able to respond adequately.
 - 10.4.2. If a complaint proves to be unfounded, Empiriplast Global shall yet carry out the work as agreed upon, unless this has become demonstrably useless to buyer, in which case buyer shall notify Empiriplast Global of this in writing.
 - 10.4.3. If it is no longer possible or if it has become useless to still carry out the agreed work, Empiriplast Global shall only be liable within the bounds of section 14.

11. Section 11 Guarantee

- 11.1. Empiriplast Global shall guarantee that the delivered items are free from defects and that these items meet all customary requirements and standards, yet no more than in accordance with the liability accepted by the supplier of Empiriplast Global stated in the agreement concluded with the supplier and including the terms and conditions that apply to that agreement.
- 11.2. Unless agreed upon otherwise, a term of guarantee of 6 months after implementation shall apply, provided that for independent partial deliveries, the term of guarantee shall take effect at the moment of delivery or implementation of the independently working component. If the machine or means are being used in a continuous production line, the

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aforementioned term of guarantee shall be limited to a period of three months. Guarantee is understood to mean the repair of defects, or replacement of components for the delivered items, free of charge.

- 11.3. If there are any complaints or objections with regard to repairs carried out by Empiriplast Global itself, or if the defect offers the possibility for that, guarantee shall also be understood to mean the reimbursement of repair costs by Empiriplast Global. In that case, the costs to be reimbursed by Empiriplast Global shall be limited to the costs of the components to be replaced, delivered free of charge. Repairs shall only be carried out after Empiriplast Global has given its written approval for this. Buyer shall not be competent to choose any of the options; the choice shall fully lie with Empiriplast Global.
- 11.4. In any case, the replaced components shall become the property of Empiriplast Global.
- 11.5. No guarantee shall apply if defects have been caused by incorrect assembly, if the assembly has not been carried out by Empiriplast Global, if the machinery has been operated incorrectly, if the machinery has overloaded, if the machinery has been insufficiently lubricated, if the machinery has been injudiciously or improperly used, if the machinery has been improperly maintained or serviced, if there are any defects in the foundations, if buyer has failed to carry out the instructions provided by Empiriplast Global, or if third parties have carried out repairs or have altered or supplemented the machinery.
- 11.6. Repairs shall be carried out at a time to be determined by Empiriplast Global in consultation with buyer. Buyer shall give Empiriplast Global the opportunity to carry out repairs. The conditions for assembly, as stated in section 9, paragraph 2, shall apply.
- 11.7. No guarantee shall apply to delivered second-hand equipment.

12. Section 12 Prices

- 12.1. Prices indicated by Empiriplast Global are exclusive of transport costs, import taxes, customs costs, loading and unloading costs, transport insurance, (sales) taxes, surcharges, packing costs, installation costs and surety costs (for example LC or Bank guarantee).
- 12.2. Cost price increases, as a result of circumstances on the part of buyer or price increases as a result of government measures, shall be passed on to buyer, even when such increases occur after conclusion of the agreement.
- 12.3. Empiriplast Global shall be competent to pass on any price increases, if significant price changes have occurred between the moment of offering and realization of the agreement for example with regard to exchange rates, labour costs, materials, semi-manufactured goods, packing material, etc.
- 12.4. An hourly fee is agreed for consultancy work carried out by Empiriplast Global, prior to realization of the assignment. If the assignment concerns a project, a project fee can be agreed upon. "No cure no pay" projects, including the concerning assessment criteria, shall be put down in writing in advance and shall be signed by both buyer and Empiriplast Global. Agreed prices are exclusive of VAT, travelling expenses and other reimbursement of expenses.
- 12.5. Empiriplast Global shall be competent to increase the fee if during the realization of the work it is found that the scope of the originally agreed upon or expected amount of work has been incorrectly estimated at the moment of conclusion of the agreement for which Empiriplast Global cannot be held responsible, to such an extent that within all bounds of reasonableness Empiriplast Global cannot be expected to carry out the agreed work at the originally agreed fee. In that case Empiriplast Global shall notify buyer of its intention to increase the fee or tariff and shall notify buyer of the extent of the increase and the date on which the increase shall take effect. If buyer does not object to this increase in writing within two working days after the notification of Empiriplast Global, buyer shall be held to pay this increase. If buyer protests against the increase, Empiriplast Global shall be competent to suspend the work as soon as the estimated required time has actually elapsed.

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13. Section 13 Payment and collection

- 13.1. Payment shall be made without discount or compensation within 30 days after the invoice date, in the manner indicated by Empiriplast Global and in the currency stated on the invoice. Objections to the amount payable stated on the invoices shall not suspend the obligation to pay.
- 13.2. If buyer fails to pay the amount due within the term of 30 days, buyer shall be in default of payment. Buyer shall then owe Empiriplast Global an interest of 1% a month, unless the legal interest is higher in which case the legal interest shall apply. Interest on the claimable amount shall be calculated from the moment buyer is in default of payment until the moment on which the full amount has been paid.
- 13.3. If an agreement has been reached on payment in instalments, payment must be made within 30 days after the invoice date of the instalment.
- 13.4. If sureties (Letter of Credit or Bank guarantee) have been arranged through the bank of Empiriplast Global. the costs for this shall be at the expense of buyer.
- 13.5. In the event of liquidation, bankruptcy, attachment or moratorium of buyer, the claims of Empiriplast Global against buyer shall be immediately claimable, as are collection costs incurred in recovering unpaid claims.
- 13.6. Empiriplast Global shall be competent to extend the payments carried out by buyer, first by deduction of the costs, second by deduction of the released interest and third by deduction of the main sum and current interest, even if buyer states a different order in his payment.
- 13.7. If buyer is in default of fulfilling one or more of its obligations, any costs for extra-judicial settlement within all bounds of reasonableness shall be at the expense of buyer. If buyer remains in default of the timely payment of a sum, collection costs shall amount to 15% on the amount still due with a minimum of €100,-.
- 13.8. If Empiriplast Global has made higher extra-judicial collection costs, these costs shall also qualify for reimbursement.
- 13.9. Judicial and execution costs shall be fully at the expense of buyer.
- 13.10. From the moment of default buyer shall owe Empiriplast Global legal interest on the made collection costs, as far as it concerns the costs stated in section 13.7 and for the remaining costs from settlement by Empiriplast Global.

14. Section 14 Liability and exclusion

- 14.1. Empiriplast Global shall not be liable for any costs, damage, including consequential loss, lost profit, capital loss, damage as a result of operational stagnation and/or interest on that, caused by or as a result of the items of Empiriplast Global or work carried out by Empiriplast Global subject to its legal (product) liability.
- 14.2. Empiriplast Global, its employees and any third parties engaged by Empiriplast Global shall not be liable for any damage caused in connection with the delivery, as far as the cause of the damage was subject to malice aforethought or gross negligence by Empiriplast Global, its employees, or third parties engaged Empiriplast Global. If buyer has appointed the third parties engaged by Empiriplast Global, buyer shall indemnify Empiriplast Global from any liability, including liability towards other third parties.
- 14.3. Empiriplast Global shall not be liable for any damage, of any nature, as a result of the fact that Empiriplast Global has departed from and/or used incorrect and /or incomplete data provided by buyer, unless this incorrectness or incompleteness should have reasonably been known to Empiriplast Global.

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- 14.4. Buyer shall indemnify Empiriplast Global from any claims from third parties who in connection with the realization of the agreement suffer damage and which can be imputed to buyer.
- 14.5. Any liability for damage to and as a result of delivered second-hand equipment is excluded.
- 14.6. Any liability for damage as a result of or in connection with the provision of consultancy, advice or calculations shall be excluded.
- 14.7. Any liability for damage caused by or in connection with delivered items (machinery, moulds, etc) shall be excluded if buyer uses or has used these without prior written approval or signed acceptance protocol.
- 14.8. Any liability for environmental damage is excluded.
- 14.9. If Empiriplast Global should be liable after all, this liability shall be limited to the sum of the payment made by the insurance company, as far as liability is covered by the insurance of Empiriplast Global.

15. Section 15 Force majeure

- 15.1. Parties shall not be held to the fulfilment of any obligation, if they are obstructed in their attempt to do so as a result of a circumstance that cannot be attributed to guilt, and which is not at their expense by virtue of the law, a legal act or valid traffic views.
- 15.2. In these general terms and conditions force majeure is understood to mean, in addition to what force majeure is understood to mean in the law and jurisprudence, any external causes, foreseen or unforeseen, Empiriplast Global does not have any influence on, yet as a result of which Empiriplast Global is not able to fulfil its obligations. This includes walkouts in the company of Empiriplast Global, its suppliers or transporters, as well as insolvency of these third parties.
- 15.3. Empiriplast Global shall be competent to appeal to force majeure if the circumstance that obstructs (further) fulfilment of the agreement, occurred after Empiriplast Global was obligated to fulfil its commitment.
- 15.4. Parties shall be competent to suspend any obligations arising from the agreement for as long as the force majeure circumstances last. If this period of force majeure last longer than two months, both parties shall be competent to annul the agreement, without any obligation to pay damages to the other party.
- 15.5. As far as Empiriplast Global meanwhile has partly or fully fulfilled or shall be able to fulfil its obligations arising from the agreement at the time of the force majeure situation, and is entitled to independent value for the fulfilled or to be fulfilled part of the agreement, Empiriplast Global shall be competent to separately invoice the part that has been fulfilled or has to be fulfilled. Buyer shall be held to pay this invoice as if it were a separate agreement.

16. Section 16 Secrecy

- 16.1. Both parties are held to secrecy with regard to any confidential information acquired from each other or from any other source in the framework of the agreement. Information is considered to be confidential if it has been labelled confidential by one of the involved parties or if this confidentiality results from the nature of the information.
- 16.2. In the framework of the realization of the agreement, confidential information can be provided to third parties, provided that a declaration of confidentiality is signed by these third parties.
- 16.3. If, on the basis of a legal provision or an order of the court, Empiriplast Global is held to also provide confidential information to third parties appointed by the law or by a competent judge, and Empiriplast Global in this matter cannot appeal to any legal entitlement to refuse to give evidence or an entitlement to refuse to give evidence recognized or

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approved by the competent judge, Empiriplast Global shall not be held to damages or compensation and the counter party shall not be competent to annul the agreement on the basis of any damage, arisen from this.

17. Section 17 Retention of title

- 17.1. All items delivered by Empiriplast Global, including possible drafts, designs, sketches, drawings, photos, software, (electronic) files, etc. shall remain the property of Empiriplast Global until buyer has fulfilled all its obligations arising from the agreements concluded with Empiriplast Global. The aforementioned obligations shall include the payment of invoices concerning advice, mediation and consultancy (also) connected with the delivered items, as well as payment of invoices for subsequent delivery of components or delivery of non-durable materials.
- 17.2. Buyer shall not be competent to hypothecate or in any other way encumber the items that are subject to the retention of title.
- 17.3. If third parties attach the delivered items under retention of title or wish to establish or carry out rights with regard to the delivered items, buyer shall be held to notify Empiriplast Global of this as soon as possible.
- 17.4. Buyer shall be obliged to:
 - 17.4.1. insure and keep insured the items that have been delivered under retention of title, against fire, explosion, water damage and theft, and provide the insurance policy to Empiriplast Global for inspection.
 - 17.4.2. mark the items delivered under retention of title as the property of Empiriplast Global.
 - 17.4.3. cooperate with all reasonable measures that Empiriplast Global wishes to take for the protection of its right of ownership with regard to the items and which do not hinder buyer in the normal operation of its business.
- 17.5. Any claims of buyer against insurance companies with regard to the items that have been delivered under retention of title shall be transferred to Empiriplast Global from the moment the claim against the insurance companies arises. As far as necessary, buyer shall cooperate in the transfer of that claim. If the transfer is legally impossible buyer shall hypothecate the claims against the insurance companies to Empiriplast Global in accordance with the provisions stated in section 3: 239 of the Dutch Civil Code.
- 17.6. If buyer has sold the delivered items that are under retention of title the claim to the purchasing price shall be transferred to Empiriplast Global from the moment the sale has been concluded. As far necessary, buyer shall cooperate in the transfer of the claim. If the transfer is legally impossible, buyer shall hypothecate the claims on the buying third party to Empiriplast Global in accordance with the provisions in section 3: 239 of the Civil Code.
- 17.7. If the offices of buyer are situated abroad and the foreign judicial system of buyer does not include retention of title, while the applicability of Dutch law, in accordance with section 19 of these terms and conditions, is not applied either, both parties shall agree that the commensurable rights from the concerning judicial system shall replace the retention of title. Buyer shall be obliged to fully cooperate in order to realize that Empiriplast Global shall be able to appeal to these rights.
- 17.8. If buyer does not fulfil its obligations, or if there exists a founded fear that buyer shall not, Empiriplast Global shall be competent to remove or have removed the delivered items to which the retention of title intended in paragraph 17.1 applies, from buyer or from the third parties that have the items in their possession. Buyer shall be obliged to offer its full assistance for this.

18. Section 18 Intellectual property

- 18.1. The intellectual property of the delivered items, as well as of any drawings, tenders, descriptions or any other documents, shall remain with Empiriplast Global. These documents shall also remain the material property of Empiriplast Global. The aforementioned documents shall not be duplicated in any way without the explicit approval of Empiriplast Global and shall not be provided to third parties for perusal.

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Business is conducted in accordance with the General Terms and Conditions of Empiriplast B.V. These can also be found on our website www.empiriplast.com.

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- 18.2. Buyer shall indemnify Empiriplast Global against any claims of third parties or damages as a result of patents, licenses, or any other rights of third parties as a result of the use of data or drawings provided by or on behalf of buyer.
- 18.3. Without prejudice to other the provisions in these terms and conditions, Empiriplast Global shall retain the rights and competences that belong to her on the basis of the Copyright Act.
- 18.4. Inventions in the framework of the preparations for or realization of the agreement by Empiriplast Global shall belong to Empiriplast Global. As far as is necessary buyer shall offer assistance in the establishment and/or registration of the intellectual property of Empiriplast Global at the expense of Empiriplast Global.
- 18.5. Buyer shall not be competent to change or adapt the items, unless otherwise follows on the nature of the delivered item or if otherwise has been agreed upon in writing.
- 18.6. Empiriplast Global shall retain the right to use any increased knowledge as a result of the realization of the work for other purposes, as long as confidential information is not brought to the attention of third parties.

19. Section 19 Delivery of products, or product components, intended for professional or private end users

- 19.1. If the agreement concerns products that are intended for professional or private end users or components for such products, the provisions in this section shall apply in addition to the other provisions in these terms and conditions, whether the agreement concerns the production and/or delivery of, or advice with regard to these products or components or not.
- 19.2. Moulds for the production of synthetic products or components thereof shall become the property of the client when the client has fulfilled all obligations towards Empiriplast Global with regard to the moulds, even if these moulds are already in the possession of the client. unless the client has directly ordered the manufacturer to produce the moulds.
- 19.3. If Empiriplast Global is not involved in the design of the product or component and either the technical demands made upon the moulds or the demands to be made upon the product to be manufactured, prompt to adaptation of the design or deviation from the design, Empiriplast Global shall be competent to propose such adaptations, even if the assignment has already been accepted. If parties do not reach an agreement, Empiriplast Global shall be competent to annul the agreement without being held to any damages.
- 19.4. If, as a result of the nature of the design, the product. the production process or the assembly of a component into a final product, it proves to be impossible to determine any specifications on the basis of the design, or if adaptations have been carried out as intended in section 19.3, which cannot be recorded in specifications, parties shall, from the first approved series of products or components of these products, choose at least two times two specimen with the greatest mutual differences, as a measure for the agreed upon tolerances. Parties shall hold in their possession two specimen and use these as standard measures.
- 19.5. If as a result of the design it proves to be impossible to determine specifications in advance or if for the design of the mould and/or preparations of the production process adaptations as intended in section 19.3 are required, the client shall be obliged to pay the costs with regard to these adaptations and test series.
- 19.6. The provisions in section 19.3 and 19.4 shall be applicable mutatis mutandis to the adaptations required to make the components suitable for assembly into the final products.
- 19.7. Unless it has been explicitly agreed upon otherwise, Empiriplast Global shall only be responsible for the production and delivery of components which are manufactured by or by order of Empiriplast Global. This delivery shall be carried out in conformity with Incoterms FOB at the production location. If Empiriplast Global acts as intermediary and/or advisor in the realization of an agreement between the client and the producer of the final product into which the synthetic component delivered by Empiriplast Global has been incorporated, the responsibility of Empiriplast Global as supplier shall remain limited to exclusively that component.

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19.8. If, irrespective of the design, the desired qualities of the product or component or options with regard to these qualities (such as colour, colour fastness, stiffness, dimensional stability, fire-resistance) can only be fully determined after production of the test series, parties shall after these test series and client's approval of the final qualities, put these down in writing. The costs with regard to the production of these test series shall be at the expense of the client. Section 19.3 shall apply mutatis mutandis.

20. Section 20 Disputes, applicable Law, and choice of court.

20.1. Parties shall only appeal to the court if they have done everything in their power to settle a dispute by mutual agreement.

20.2. All agreements between Empiriplast Global and buyer are subject to Dutch law.

20.3. In deviation from the statutory regulations for the competence of the Civil Court judge, any dispute between Empiriplast Global and buyer shall be settled by the District Court of Arnhem. Empiriplast Global shall however remain competent to summon buyer to appear before the competent judge in accordance with the law or in accordance with the applicable international treaties.

21. Section 21 Registration and validity

21.1. These terms and conditions have been registered at the office of the Chamber of Commerce in Arnhem.

21.2. These terms and conditions have been drawn up in the Dutch language. No rights and duties may be derived from translations of these terms and conditions into languages other than the Dutch language. The Dutch version of this agreement prevails over the English version.

21.3. The most recently registered version of these terms and conditions, or where appropriate, the version that was drawn up at the time of the agreement, shall be the only valid and applicable version.

Updated: Doetinchem, May 23, 2024