

## GENERAL CONDITIONS ONE WAY PLASTICS B.V. AVOWP201805

### 1. General

- a. These conditions apply to all offers, quotations, order confirmations and agreements between One Way Plastics B.V. (hereinafter: "One Way Plastics") and its customers (hereinafter: "the Customer").
- b. These conditions also apply if One Way Plastics makes use of third parties.
- c. Any deviating conditions apply only if they have been recorded in writing.

### 2. Offers, prices, concluded agreements

- a. All offers and quotations of One Way Plastics are without obligation and apply for a maximum of 30 days, unless otherwise agreed in writing.
- b. All prices are in euros, exclusive of VAT and any other charges if applicable.
- c. One Way Plastics cannot be held to its offers if the Customer in all fairness realises that the quotations contain an obvious mistake or error.
- d. An agreement with One Way Plastics comes into effect as soon as One Way Plastics has confirmed the order given in writing or as soon as One Way Plastics has started to implement the order given.

### 3. Delivery and transfer of risk.

- a. Unless otherwise agreed, delivery is ex works (from the factory). The purchased products are transported at the account and risk of the Customer who should ensure adequate insurance. If the Customer declines acceptance or is negligent in providing information or instructions necessary for the delivery, One Way Plastics is entitled to store the products at the expense and risk of the Customer.

### 4. Performance of the agreement

- a. (Delivery) terms of One Way Plastics are indicative.
- b. One Way Plastics is authorised to engage third parties in the performance of the agreement and to accept any liability limitation of that third party on behalf of the Customer.

### 5. Payment and security

- a. The terms of payment are 14 days after date of invoice, unless agreed otherwise in writing. An appeal by the Customer for adjustment, suspension or deduction is not permitted.
- b. After expiry of the payment term, the Customer is legally in default. From that point on, the amount due is liable to the statutory commercial interest rate.
- c. All costs necessarily incurred by One Way Plastics to settle the claim in and out of court are at the Customer's expense. The extrajudicial costs are calculated in accordance with the Staffel extrajudicial collection costs, with a minimum of € 150.
- d. Objections to invoices must be brought to the attention of One Way Plastics in writing within five working days of the invoice date. In the absence of a timely claim, the Customer is deemed to agree to the invoice sent. A claim does not suspend the payment obligation.

### 6. Cancellation and amendment of the agreement

- a. Cancellation or modification of an agreement by the Customer is only possible following explicit written consent from One Way Plastics.

### 7. Dissolution and suspension.

- a. One Way Plastics can, in addition to the legal provisions for dissolution, dissolve the agreement with the Customer at any time and without further notice of default or judicial intervention and without liability for damages to the Customer, if the Customer leaves its due and payable debts unpaid, if the Customer is declared bankrupt, if suspension of payment is requested for the Customer, if the Customer ceases its business and/or if the Customer's assets are sequestrated, or if the Customer otherwise loses the right to dispose of (a part of) its assets.
- b. If the Customer fails to fulfil one or more of its obligations, or does so not on time or not fully, One Way Plastics is entitled to fully or partially suspend the fulfilment of the agreement or to fully or partially dissolve the agreement without further notice of default or judicial intervention and without being required to pay any compensation, all this without prejudice to the right of One Way Plastics to compensation.

### 8. Force majeure

- a. Deficiencies of One Way Plastics in the fulfilment of the agreement cannot be imputed to it if they are not attributable to its fault and do not come to its account either under the law, the agreement or under generally accepted understandings.
- b. Force majeure is in any case understood to mean: non-delivery, incomplete and/or delayed delivery by factory/importer, import and export bans, measures of Dutch and/or foreign governmental bodies that make performance of the agreement onerous and/or more expensive than was envisaged when concluding the agreement, walk-outs, traffic disruptions, loss or damage during transport, fire, theft, telecommunication failures/malfunctions in electronic messaging, the unexpected loss of third parties, business disruption, technical defects, transport problems, strike, the consequences of natural disasters, etc. All of this also applies where these difficulties occur with third parties engaged in the implementation of the agreement by One Way Plastics.

### 9. Complaints/tolerances

- a. The Customer is obliged to check the delivered product at the time of delivery.

- b. Complaints must be submitted in writing to One Way Plastics immediately the Customer discovers them, but at the latest within a week following receipt of the products. Complaints concerning outwardly visible damage must be recorded by the Customer on the receipt note.
- c. Non-visible defects must be reported to One Way Plastics in writing within the guarantee period as stipulated in these General Conditions.
- d. If a complaint has not been reported to One Way Plastics within the aforementioned periods, no guarantee claim can be made.
- e. Complaints do not give the Customer the right to defer payment of amounts owing.
- f. One Way Plastics can only deal with a complaint submitted in a timely fashion, after the Customer has provided the information necessary to assess the complaint. The Customer must give One Way Plastics the opportunity to verify the complaint. If the complaint proves justified, One Way Plastics must be given the time necessary to replace the delivered products free of charge against the return of the originally delivered products.
- g. One Way Plastics will endeavour to deliver in accordance with the agreed order. Variations in the agreed colours, weights, quantities, sizes, compositions, formatting and/or other indications of version do not give any right of non-acceptance of delivery, unless the variation is such that it is unacceptable.
- h. Variations in the agreed thickness, length or width of the delivered items should be assessed against an average example of the delivered product and not against some exceptional examples.

#### **10. Guarantee**

- a. One Way Plastics guarantees that the products to be delivered meet the usual requirements and standards that could reasonably be set at the time of delivery and for which they are designed in normal use.
- b. The guarantee period stated under point a of this Article applies for a period of one month after delivery to the Customer.
- c. If the products delivered by One Way Plastics are produced by third parties, the guarantee is limited to the manufacturer's guarantee as provided by the wholesalers or suppliers of the products.
- d. One Way Plastics has the right at its own choice to replace the products after received back in original condition, to repair the products or to reimburse the Customer for payment made for the products in question.

#### **11. Liability and indemnity**

- a. One Way Plastics is not liable for damage which is the result of inexpert use, or for the use of products for purposes for which they were not designed, or for any use of the products that could not be reasonably expected.
- b. The liability of One Way Plastics is in all cases limited to the amount that is paid out by the insurer of One Way Plastics. If the liability of One Way Plastics is not (fully) covered, then the liability of One Way Plastics is limited to the amount of the underlying order up to a maximum of € 10,000.
- c. One Way Plastics excludes any liability for indirect damage, including but not limited to consequential damage, trading loss, loss of production, turnover and/or loss of profit, lost savings, loss due to business interruption, depreciation, and costs that would have been involved in the execution of the object if the order had been carried out properly from the outset.
- d. One Way Plastics is never liable for any damage that is caused by the third party(ies) it has engaged.
- e. A claim for compensation must be submitted to One Way Plastics within one year after the Customer has discovered the damage or could reasonably have discovered it, failing which the right to compensation will lapse.

#### **Article 12: Retention of title**

- a. The products delivered by One Way Plastics remain the property of One Way Plastics until the Customer has or will have paid to One Way Plastics all monies that One Way Plastics claims from the Customer, including interest and costs, and including any (damage) compensation.
- b. The Customer is not entitled to pledge the products delivered by One Way Plastics or to encumber them in any other way.
- c. If third parties sequester the products delivered under retention of title or wish to claim or assert rights thereon, then the Customer is obliged to inform One Way Plastics immediately.

#### **Article 13: Recall**

- a. One Way Plastics may, within a reasonable period to be determined by One Way Plastics, require the Customer to recall products that it has put on the market and which are defective or which are at risk of becoming defective (hereinafter: 'recall action'). The Customer is obliged to sell back and deliver to One Way Plastics the products that are the subject of the recall action at the price the Customer was originally charged. All other costs associated with the recall action are for the Customer's account.
- b. The Customer is obliged to implement a request from One Way Plastics to carry out a recall action without delay, failing which it is immediately in default and the costs related to the recall action and the damage resulting from the default will be fully for the account of the Customer, regardless of who bears the risk of the recall action.

#### **Article 14: Privacy**

- a. In so far as personal data is used/processed for carrying out its activities, this personal data will be used and protected by One Way Plastics with a high degree of care in accordance with the Personal Data Protection Act and the General Data Protection Regulation.
- b. One Way Plastics will take appropriate technical and organisational measures to ensure the protection of personal data in the possession of, and used by, One Way Plastics. These technical and organisational measures will also serve to prevent loss or any other form of unlawful processing of personal data. In so doing, One Way Plastics will weigh the nature of the processing against the measures to be taken.

- c. For questions relating to its data, the Customer can get in contact with One Way Plastics via +31(0)162 420 500.

**Article 15: Applicable law and dispute settlement**

- a. Dutch law is exclusively applicable to the legal relationship between One Way Plastics and the Customer. Application of the Vienna Sales Convention is explicitly excluded.
- b. Disputes will in first instance be adjudicated by the competent judge of the Zeeland-West Brabant District Court; nonetheless, One Way Plastics has the right to submit the matter to the judge at the place of residence/registered office of the Customer.

**Article 16: Final provisions**

- a. One Way Plastics has the right to change these terms and conditions without prior notice. In that event, the Customer has the right to cancel orders that have already been placed, in so far as not (partially) executed, within 8 calendar days after this change.
- b. In the event that one or more of the provisions of these General Conditions is invalid or inoperative, the remaining provisions will remain in force.
- c. These General Conditions are available in Dutch and in English. In case of differences of interpretation, the Dutch text of the General Conditions will prevail.
- d. The most recent version of these General Conditions, as can be found on the website of One Way Plastics (<http://www.onewaypipingsbags.com/en/downloads/>), will apply.