Helvoet Transforming vision into precision

General conditions applicable to the sale and delivery of products and provision of services by Helvoet Polymer Technologies B.V., here in after to be referred to as "Helvoet".

ARTICLE 1 - DEFINITIONS

1. **Client**: Anyone who enters into an agreement with Helvoet, receives an offer from Helvoet, or gives Helvoet an order.
2. **Services**: Among other things: advisory, design and supervisory works: control, analysis, turning on, testing and maintenance works.
3. **Goods**: All material products of Helvoet 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 Helvoet.
4. **Duration**: The end date or duration of the works agreed by Helvoet with the client in the framework of an agreement for the provision of services.
5. **Days**: All calendar days.

ARTICLE 2 - GENERAL

1. These conditions are applicable to all offers from and to all orders to Helvoet for the sale and delivery by Helvoet of goods and to all relative agreements with Helvoet, as well as to all offers and to all orders to Helvoet for the provision of services by Helvoet and to all relative agreements with Helvoet.
2. The applicability of conditions of Helvoet's client is hereby explicitly declared invalid.
3. The client can appeal to stipulations deviating from these conditions only if and as far as they have been accepted in writing by Helvoet.

ARTICLE 3 - OFFERS, ORDERS AND AGREEMENTS

1. All offers of Helvoet are free of obligations.
2. Offers and acceptations of offers by the client are irrevocable.
3. Helvoet is bound only if it has accepted in writing, or if it has started with the execution. Moreover, Helvoet is bound only as it has accepted in writing.

ARTICLE 4 - PRICE

1. Prices given by or agreed with Helvoet are net, therefore among other things exclusive of turnover tax, other taxes and charges, and are valid only at delivery ex works Tilburg (NL). 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 goods are and remain property of Helvoet, notwithstanding any relative remuneration paid to Helvoet. The client also is not entitled to the delivery of these goods.
2. Prices given by Helvoet or agreed with Helvoet 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. If afterwards any increase of price-determining factors occurs - also if that occurs as a result of circumstances foreseen or foreseeable at the moment the contract is concluded - Helvoet has the right to charge the increase to the client, provided that Helvoet informs the client in writing of the price change.

ARTICLE 5 - DELIVERY/EXECUTION

1. The delivery time starts after the conclusion of the contract, but not before Helvoet has the disposal of all objects, documents and information to be provided by the client, and after a payment in advance has been received by Helvoet, if that has been agreed upon, or after a security is given to Helvoet.
2. Goods to be delivered by Helvoet are considered delivered, as soon as they are ready for shipment in the warehouse in Hellevoetsluis and the buyer 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 Helvoet 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 Helvoet exceeds the delivery time or duration agreed upon with the client, due to circumstances which can be attributed to Helvoet, 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 Helvoet.
4. If a fine is agreed upon with Helvoet, 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 Helvoet and if the client demonstrates that he has incurred damage due to Helvoet's negligence, and if the client demonstrates to have incurred damage as a result of the exceeding. The fine due never exceeds the amount of the actually incurred damage.
5. Helvoet 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 to be delivered by Helvoet 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 Helvoet, always for the client.
2. Loading, shipment, transport and unloading of the goods to be delivered are at the client's risk, also if Helvoet takes care of it himself.
3. All goods delivered by Helvoet remain property of Helvoet until the moment of total payment of all the sums Helvoet claims from the client regarding the agreement at issue and/or earlier or later agreements of the same nature, including damage, costs and interest. The client has no lien on the goods intended in this article.
4. If the client forms a new good, among other things from the goods delivered by Helvoet on which a reservation of ownership rests, the client is obliged, at the first request of Helvoet, to do everything necessary to establish a propertyless lien on that good for the benefit of Helvoet, or to give a security, at Helvoet's 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, Helvoet can oblige him to establish a silent lien on his claim on the buyer resulting from the sale for the benefit of Helvoet. The client is obliged to do everything necessary for this at the first request of Helvoet.
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 Helvoet 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 Helvoet, as far as this has not legally come about, establish a silent lien for the benefit of Helvoet on his relative claims on the insurance company.
7. If Helvoet, 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 industrial and intellectual rights of ownership on or in connection with the goods delivered remain with Helvoet or with third parties-claimants and they are never transferred to the client.

ARTICLE 7 - PURCHASE

1. The client is obliged to buy the goods at the moment the goods delivered are ready for transport or shipment.
2. The client is obliged to check the goods for number, weight, size and visible faults, immediately after the delivery, before storing or using them.

1. Helvoet 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 Helvoet of parts, goods or services ordered from third parties, due to circumstances, accidents and operational trouble, which can not be attributed to Helvoet.
2. In case of force majeure on the side of Helvoet, its obligations are deferred. If the force majeure lasts longer than three months, both Helvoet 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. Helvoet 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 Helvoet of parts, goods or services ordered from third parties, due to circumstances, accidents and operational trouble, which can not be attributed to Helvoet.
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ARTICLE 9 - COMPLAINTS

1. Helvoet guarantees the soundness of the goods delivered by the latter and/or for the good execution of the works by the latter or by third parties engaged by the latter, in such a manner that only in case of faults, it will either repair free of charge, or will make a new delivery or execute again free of charge, or the client will reasonably credit entirely or partly for the invoice value of the goods concerned or the works concerned, everything at the discretion of Helvoet. Costs of tracing, removal an/or dismantling of goods or in connection with goods to be repaired or replaced or works 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 inside The Netherlands.
2. Complaints regarding the weight, the size and the quantity of the goods delivered must be made immediately after the purchase, in the absence of which each relative claim towards Helvoet is void.
3. Complaints regarding outwardly visible faults and other faults to delivered goods are to be done within seven days after the purchase, in the absence of which any claim towards Helvoet is void.
4. All complaints regarding the execution of the works by or on behalf of Helvoet must be submitted with Helvoet in writing and within seven days after the finishing of the works, in the absence of which any claim regarding those works towards Helvoet is void.
5. Every right to complain is void if:
   a. the instructions or advices given by Helvoet regarding the delivered goods or the work 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 Helvoet have carried out work at the goods delivered by Helvoet, 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 Helvoet.
6. As far as Helvoet 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 are also valid in its entirety.
7. For goods or parts of goods which Helvoet purchases from third parties the obligations of Helvoet 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 Helvoet. Helvoet will be acquitted from that if it transfers its claim on that third party to the client.
8. Before Helvoet 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 Helvoet the opportunity to do this within the term mentioned above, any claim of the client towards Helvoet is void.

ARTICLE 10 - LIABILITY AND INDEMNITY

1. The liability of Helvoet 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.
2. Helvoet 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 evil intent or gross negligence of Helvoet or of its own employees. Except for evil intent of Helvoet itself, however, also liability of Helvoet for loss of profits, consequent damage or indirect damage is always excluded.
3. In all cases in which Helvoet 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, if the damage is covered by an insurance of Helvoet, the sum actually paid by the relative insurance company.
4. In all cases in which Helvoet 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 Helvoet, except those recognized by Helvoet, is void after the expiry of 12 months after the establishment of the claim.
6. It is possible for Helvoet to object to its clients liability-limiting, excluding or establishing conditions, which can be objected regarding the goods delivered by suppliers or subcontractors of Helvoet to Helvoet.
7. Helvoet's employees or assistants engaged by Helvoet 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.
8. The client will safeguard Helvoet, its employees and the assistants engaged by Helvoet for the execution of the agreement from any claim of third parties regarding the execution by Helvoet of the agreement, as far as these claims are higher or different than those which are due to the client towards Helvoet.
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 Helvoet for the damage which Helvoet 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, Helvoet 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 charge any sums due. 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 proof 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 Helvoet a delay interest of 1,5 per cent per month or part of a month during which the default lasts. If the client is in default he owes Helvoet 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.

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, 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, Helvoet 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 Helvoet of all sums due to Helvoet 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, Helvoet 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, Helvoet is entitled to a part of the price agreed in proportion to the relation between the extent of the already performed works and delivered goods and the agreed or expected fully executed performance and the works 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 - DISPUTES AND APPLICABLE LAW

1. All disputes which exist between the parties will be settled only by the competent judge in Rotterdam, unless Helvoet prefers another competent judge.
2. All relations between the parties are subject to Dutch law.