

MORETEC PLASTIC MACHINERY

GENERAL DELIVERY AND PAYMENT CONDITIONS

Article 1: Definitions

1. Supplier: the private limited liability company Moretec Plastic Machinery B.V., established in Zwaag, CoC number 37083005.
2. Client: the natural or legal person who purchases products and/or services from Moretec Plastic Machinery.
3. Product(s): Moretec Plastic Machinery products described in the proposal and/or the Agreement between Client and Supplier.
4. Service: the work to be carried out as described in the proposal and/or the Agreement between Client and Supplier.
5. Specifications: Client's wishes, requirements, and objectives on the basis of which Supplier has drawn up a proposal.
6. Agreement: the Agreement between Client and Supplier, pursuant to which Supplier will deliver the product or carry out the service, and of which these general conditions form an integral part.
7. General conditions: these general terms and delivery and payment conditions used by Supplier.
8. Website: <https://www.moretec.nl>

Article 2: Applicability

1. These general conditions apply to all proposals, assignments and agreements between Supplier and Client.
2. Any stipulations or conditions set by Client which deviate from, or do not appear in, these general conditions are only binding on Supplier if and insofar as they have been expressly accepted by Supplier in writing.
3. The applicability of any purchase conditions or other conditions of third parties is expressly rejected, unless otherwise agreed in writing.
4. If any provision of this Agreement or the General Conditions is found to be invalid or is annulled, this will not affect the validity of the entire General Conditions or Agreement. If any provision of this Agreement or the General Conditions proves to be invalid or is annulled, this will not affect the validity of the whole of the Agreement or the General Conditions. In that case the parties will adopt new provision(s) to replace them, which will give effect to the intention of the original Agreement and the General Conditions as far as legally possible.
5. The provisions that are not valid or cannot be applied in law will be replaced by provisions that are as close as possible to the purport of the provisions to be replaced.
6. When another contract is concluded with Client in the future under the present conditions, Client is deemed to have tacitly agreed to the applicability of these conditions to Agreements concluded with Supplier at a later date.
7. By accepting Supplier's offer, Client declares that Client has received the general conditions, that Client has taken note of them, and that Client has agreed to these conditions.

Article 3: Offer and acceptance

1. All proposals are valid for 30 days, unless otherwise stipulated in the proposal. In order for the Agreement to be concluded, the offer must be accepted by Client within this period. If the 30-day period has expired, the offer will lapse. Supplier is therefore not obliged to accept an agreement of Client dating from after the 30-day period.
2. Supplier shall provide a proposal that contains a complete description of the products to be delivered and the work to be carried out, the purchase price and an indicative delivery time. This proposal will be sent by email with the general conditions attached.
3. If Client agrees with the offer, the Agreement will be concluded. Client must accept the Agreement in writing.
4. If Client and Supplier have made any verbal agreements, these only apply if they have been confirmed in writing immediately after having made these verbal agreements.
5. Supplier is not bound by the images, drawings, weight and size specifications, prospectuses, price lists, catalogues, and offers provided by Client.
6. If Client in its acceptance of Supplier's offer has made reservations or changes with regard to the offer, this will be considered as a new offer of Client with which Supplier must agree in

writing before an Agreement is concluded.

7. The content of the Agreement does not extend beyond the Product(s) specifically mentioned in the proposal and/or the order confirmation, whereby the description in the order confirmation prevails.
8. Proposals do not automatically apply to subsequent orders.
9. In the event of any conflict between the provisions in the documents below, the following order of precedence will apply:
 - The Agreement;
 - Any appendices to the Agreement;
 - These general conditions.

Article 4: Price

1. The prices quoted by Supplier are based on delivery ex works including loading at the factory.
2. All prices shall be in euros, exclusive of turnover tax (VAT), other government levies, packaging, insurance, transport costs, import duties, surcharges and other levies related to the delivery, unless otherwise agreed.
3. All prices quoted by Supplier are fixed during the 30-day acceptance period, with the exception of price changes as a result of changes in VAT rates and other statutory provisions.

Article 5: Delivery

1. The place of delivery is the address which Client has given to Supplier with its order.
2. Supplier's written confirmation is decisive for the scope of delivery. Supplier is entitled to make a change in the products ordered in order to comply with any applicable legal requirements.
3. Supplier is entitled to make the delivery in parts. Every delivery is considered to have an independent value. If the delivery is made in parts, Supplier is entitled to invoice each part independently.
4. If Supplier makes the products available to Client, Client is obliged to accept these products. If the products are not accepted by Client after the offer for delivery, other than because of faulty delivery, or because Client does not want to accept the goods, Supplier is entitled to charge reasonable storage costs as well as any other damage and costs to Client.
5. If Client does not accept Supplier's delivery, other than because of faulty delivery, or because Client does not wish to accept the goods, Supplier's payment conditions shall remain unaffected.
6. If, due to government regulations or Client factory regulations, additional protective devices are required, these will be delivered by Supplier against a separate charge.
7. If Supplier has undertaken to carry out assembly work, this assembly work will be limited to the products delivered by Supplier.
8. As soon as the products to be delivered have been delivered to the address that has been stated by Client, the risk in respect of these products will pass to Client.

Article 6: Delivery date

1. The delivery period mentioned or agreed upon in the proposal and/or Agreement is not a strict deadline, but is only indicative. In the event of late delivery, Supplier is not immediately in default.
2. The delivery time commences at the following times:
 - a. If the necessary documents such as permits and other documents have been provided by Client and no advance payment for the requested activities/products has been agreed, the delivery period will commence on the day the Agreement is concluded;
 - b. If the necessary documents such as permits and other documents have not been provided by Client, the delivery period will commence on the day that the necessary documents have been provided to and have been accepted by Supplier;
 - c. If parties have agreed on an advance payment, the delivery period shall commence on the day that Supplier has received the entire advance payment.
3. If the indicative delivery period is exceeded, Supplier shall be granted a further period to deliver as yet.
4. If the estimated delivery time is exceeded, Supplier is not liable for any damage caused.

Article 7: Execution deadlines

1. The execution deadlines are only given as an indication and do not apply as a strict deadline, as a result of which a possible delay cannot give rise to dissolution of the Agreement or to any compensation.
2. If a delivered Service relates to a product, the Service will be considered delivered from the moment the product is delivered to Client.

Article 8: Execution of the Service

1. Supplier endeavours to carry out the Service to the best of its ability, applying due care and craftsmanship.
2. Client is obliged to do and refrain from doing all that is reasonably necessary and desirable to enable a timely and correct execution of the Service. For example, Client will ensure that all information which Supplier indicates to be necessary or which Client should reasonably understand to be necessary for the execution of the Agreement, is provided to Supplier in good time. If the information necessary for the execution of the Agreement is not provided to Supplier on time, Supplier has the right to suspend the execution of the Agreement and/or to charge any additional costs resulting from the delay to Client.
3. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are expressly excluded and do not apply.
4. Supplier is entitled to have work carried out by third parties. The costs for this are at the expense of Client.
5. Supplier is not liable for damage, of whatever nature, when Supplier has relied on incorrect and/or incomplete information provided by Client.
6. Supplier will perform the Service exclusively for the benefit of Client. If two or more (legal) persons have jointly issued an order, each of them is jointly and severally liable for the fulfilment of the obligations arising from the Agreement with Supplier.
7. Supplier and Client will always inform each other immediately of any changes in name, postal address, email address, telephone number, and, if requested, bank account number.

Article 9: Additional work

1. Client is entitled to propose amendments to the Specifications. After receipt of the proposal for amendment, Supplier will inform Client about the feasibility of the amendment and the consequences thereof for the execution of the Agreement, including the technical and financial consequences.
2. Supplier is entitled to propose amendments to the Specifications. Supplier shall in this proposal inform Client of the consequences of these amendments for the execution of the Agreement, including the technical and financial consequences.
3. If Client decides to assign the amendments in Article 8.1 and/or 8.2 to Supplier, Supplier shall record this by means of a written confirmation and the amendments and their consequences shall from that moment on form part of the Agreement.
4. The price associated with additional work as a result of agreed changes to Specifications shall be at the expense of Client.
5. In other cases, any additional which leads to a price increase for Client will be done only after Client's approval. The work will then be charged on the basis of hours worked, materials used, and materials processed.

Article 10: Payment conditions

1. Supplier shall send an invoice to Client for all amounts owed by Client.
2. Supplier must have received payment for the products delivered in Supplier's bank account within 30 days after the invoice date.
3. If Client fails to pay on time, Client will be in default by operation of law after the expiry of the term of payment of the invoice without a notice of default being required. If an amount due is not paid within the payment term, Client will owe the extrajudicial collection costs and the contractual default interest on the outstanding amount without further notice of default by Supplier. The default interest amounts to 1% of the amount due per month.
4. If Client does not pay or does not pay on time, Supplier is entitled to suspend its deliveries.
5. The claim for payment is immediately due and payable if Client:
 - is declared bankrupt;
 - requests suspension of payment;

- has its assets seized in their entirety;
 - dies;
 - goes into liquidation;
 - is dissolved;
 - has become permanently incapacitated for work;
 - has been placed under administration, receivership, or administration;
 - has become subject to the Debt Restructuring (Natural Persons) Act (WSNP).
6. Supplier's invoices must be paid by Client without suspension, discount, or settlement.
 7. Payments will first be deducted from the costs, then from the interest due and finally from the principal sum and accrued interest.

Article 11: Suspension and termination

1. If Client fails to fulfil an obligation under the Agreement, Supplier is entitled to suspend or dissolve all Agreements concluded with Client concerned, without any notice of default being required, and without prejudice to Supplier's right to compensation for damages, loss of profit and interest.
2. Dissolution of the Agreement will take place by means of a written statement from the party or person entitled to do so to the other contracting party.
3. If Client is in a state of bankruptcy, applies for suspension of payment, has been put into administration, has become subject to the Debt Restructuring (Natural Persons) Act (WSNP), dies, or if the assets of Client are seized, Supplier has the right to terminate or suspend the execution of the Agreement or any part thereof which has not yet been executed without notice of default or judicial intervention, without any right to compensation for damages for Client should any damage be incurred.

Article 12: Retention of title

1. All products delivered by Supplier remain the property of Supplier until Client has fulfilled all obligations from all Agreements concluded with Supplier, this at Supplier's discretion.
2. Client is not entitled to pledge the products covered by the retention of title or to encumber or transfer them in any other way.
3. If third parties seize products delivered subject to retention of title, or wish to establish or assert rights to them, Client is obliged to inform Supplier immediately.
4. In the event that Supplier wishes to exercise its rights of ownership as indicated in this Article, Client already now gives unconditional and irrevocable permission to Supplier or third parties to be appointed by Supplier to enter all those places where the property of Supplier is located and to retrieve these products.
5. Client bears the risk with regard to the products to be delivered from the moment that the products to be delivered have been offered to Client. All direct and indirect damage which may then occur, except in the case of gross negligence on the part of Supplier, will be for the account of Client.

Article 13: Warranty

1. Supplier guarantees the reliability of the products and Services it delivers as well as the materials it has processed and/or delivered in those products, with the exception of the materials made available by Client itself.
2. With regard to the repairs or overhaul work carried out by Supplier or other Services, a guarantee is only given on the soundness of the execution of the assigned work and the reliability of the product, which guarantee applies for a period of 12 months. For the repaired or replaced part the same guarantee period applies as applies to the object of delivery, which means that the guarantee period will expire at the same time as the guarantee of the product of delivery expires.
3. All costs exceeding the direct costs of repair or the provision of replacement parts will be at the expense of Client and will be charged to him separately by Supplier.
4. Supplier is entitled to suspend its obligations under the guarantee as long as Client has not fulfilled its payment obligation.

Article 14: Right of complaint and liability

1. Client is obliged to check the delivered products upon receipt. If it then appears that there are defects or imperfections, Client is obliged to inform Supplier of this within two weeks after receipt of the products. This must be done by email, and the message must contain an

- accurate description of the defects and imperfections.
2. Defects or imperfections which were not reasonably noticeable at the time of receipt, must be notified by Client to Supplier within 10 days after Client becomes aware of them, but no later than 3 months after the products in question have been delivered to Client, in the manner stated in the previous section.
 3. Every right of claim of Client against Supplier relating to defects in the products delivered by Supplier, including the warranty, expires if the following is the case:
 - if the defects have not been notified to Supplier within the periods stipulated in sections 1 and 2 of this Article and/or not in the manner indicated there;
 - if Client provides no or insufficient opportunity for an investigation into the validity of the complaints;
 - if Client continues the application and use of the products with regard to which the complaints have been made;
 - if the operating and maintenance instructions have not been observed;
 - if normal wear and tear occurs;
 - if Client makes incorrect use of the delivered product, such as incorrect use of operating equipment, substitution of raw materials and unsuitable substrates;
 - if Client has repairs carried out to the delivered product itself or by third parties;
 - if Client uses the delivered product for a purpose other than that stated when concluding the Agreement.
 4. Complaints concerning calculated prices and other complaints concerning the invoice must be submitted to Supplier in writing within 8 days after the invoice date, failing which claims of Client against Supplier with regard to this shall lapse.
 5. Submitting a complaint does not give Client the right to refuse or suspend receipt and/or payment of the goods.
 6. Client must at all times give Supplier the opportunity to repair a possible defect.
 7. In the event of liability on the part of Supplier, Supplier shall only be obliged to do the following, and such at Supplier's discretion:
 - Repair (free of charge) of the defects and imperfections, or
 - Delivery of replacement goods after (return) receipt of the faulty products, or
 - Reimbursement of the purchase price received or crediting of the invoice sent to Client, with dissolution of the Agreement concluded without judicial intervention, insofar as the purchase price, the invoice and the Agreement relate to the products delivered, or
 - Determine in consultation with Client a compensation in a form other than that referred to above.
 8. If Client has carried out changes or has had changes carried out to the products without the prior express written consent of Supplier, any warranty obligation on the part of Supplier will lapse.
 9. With the exception of any obligation(s) on the part of Supplier, Supplier is never obliged to pay any damages to Client or to third parties, unless Supplier is guilty of an intentional act or omission, or of gross negligence. Furthermore, Supplier is never liable for consequential or business damage, direct or indirect damage, including loss of profit or delay damage, suffered by Client, caused by full or partial (re)delivery of products, delayed or faulty delivery, failure to deliver products, or by the products themselves.
 10. Supplier is also not liable for damage due to loss of data and damage due to exceeding delivery periods as a result of changed circumstances.
 11. Client is obliged to indemnify Supplier against all claims which third parties may make against Supplier with regard to the execution of the Agreement. More specifically, Client shall indemnify Supplier against claims of third parties with regard to the manufacturing and delivery of a product made by Supplier at the instruction of Client, or which Supplier has had made at the instruction of Client.
 12. Client indemnifies Supplier for all costs and damages which may arise for Supplier from any legal claims by third parties, insofar as the law does not prevent the damage and costs in question from being at the expense of Client.
 13. If Supplier is liable and obliged to pay damages or compensation to Client, such damages or compensation shall at all times be limited to the amount that Supplier has been paid by Client for the defective goods or work in question.
 14. Supplier is never liable for damage caused by force majeure.
 15. Supplier cannot be held liable for damage caused by its employees or any third parties it has engaged, insofar as this damage was not caused by intent or gross negligence on the part of

Supplier, its employees or any third parties it has engaged.

Article 15: Force majeure

1. The delivery period referred to in Article 6 shall be extended by the period during which Supplier is prevented from fulfilling its obligations as a result of force majeure.
2. On the part of Supplier, force majeure shall be deemed to exist if, after the Agreement has been concluded, Supplier is prevented from fulfilling its obligations under this Agreement or the preparation thereof as a result of, among other things, war, war risk, civil war, insurrection, molestation, fire, water damage, flooding, epidemics, pandemics, strikes, sit-down strikes, lockouts, import and export restrictions, government measures, defects to machinery, disruptions in the supply of energy, all this both in Supplier's company and in the company of third parties from whom Supplier must obtain all or part of the required materials and raw materials, as well as in case of storage or during transport, whether or not under its own management, and furthermore due to all other causes that have arisen through no fault of Supplier or outside Supplier's control.
3. In the event of temporary force majeure, Client will deliberate with Supplier about the way in which the existing Agreement, after the force majeure situation has been lifted, will be complied with, whether or not in an amended form.
4. Except in the event that the party concerned has enjoyed an advantage as a result of the temporary force majeure situation, any claim for damages is excluded.
5. In the event of permanent force majeure, the Agreement will be deemed to have been dissolved.

Article 16: Amendment of the general conditions

1. Supplier reserves the right to change or supplement these general conditions.
2. Amendments will also apply to Agreements already concluded with due observance of a period of 30 days after written notification of the amendment to Client.
3. If Client does not wish to accept a change in the general conditions, Client may terminate the Agreement until the date on which the new conditions take effect as of that date, unless Supplier has indicated that the old general conditions remain in force for Client.

Article 17: Applicable law

1. The Agreements concluded with Supplier are governed by Dutch law.
2. The Uniform Law on the International Sale of Goods (ULIS) do not apply.

Article 18: Dispute resolution

1. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise in connection with this Agreement will be submitted to the competent Dutch court of the District Court of North Holland, location Alkmaar, the Netherlands.