Article 1 – Definitions and interpretation.
1.1 Unless defined elsewhere in these General Terms, the capitalized terms as defined below shall have the following meanings:

Agreement: the agreement concerning the provision of Works by the Parties of which these General Conditions form an integral part, including all appendices, subsequent amendments as may be agreed upon in writing between PTG and the Client.

Client: the company named as such in the Agreement.

Confidential Information: information of a technical or commercial nature, as well as all information and know-how (including but not limited to designs and other intellectual property rights) furnished by a Party to the other in any form whatsoever or otherwise coming to a Party’s knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information.

General Terms: the general terms and conditions of delivery for Works of PTG.

Group Company: Group Company means with respect to the Party to which it refers, a legal entity that is affiliated with, or that directly or indirectly controls, is controlled by or is under common control with, such Party.

Party or Parties: means each Party individually or PTG and the Client together.

PTG: PTG Technology Group Eindhoven B.V. and any of its Group Companies.

Works: the Works for which the Client has agreed upon in writing with PTG under the Agreement.

Article 2 – Applicability of the General Conditions.
2.1 The General Conditions apply to all offers, provision of works and Agreements.
2.2 The applicability of the Client’s general purchase or other conditions is expressly rejected.
2.3 In the event of any contradictions between these General Conditions and the Agreement, the terms of the Agreement shall prevail.

Article 3 – Offers, Agreements and notifications.
3.1 Any offers by PTG in the form of written quotes are for a period of 30 (thirty) days, unless otherwise specified. Prices mentioned in the offer are excluding VAT.
3.2 No purchase order shall be binding upon PTG unless it has been confirmed by PTG in a writing. Such Purchase Order confirmation shall constitute an Agreement.
3.3 If a purchase order is placed by the Client prior to a offer and the Client takes delivery of the Works, this shall in any case constitute an Agreement under these General Conditions and as a confirmation of the purchase order.
3.4 Additional arrangements shall require the written approval of PTG.
3.5 All notifications relating to the Agreement shall be made in writing.

Article 4 – Samples.
4.1 The Client bears the responsibility for the selection, representativeness, coding, brand names, and products and, the provision to PTG of any samples, raw materials, raw materials, semi-finished products, and end products to be returned to the Client. PTG is entitled to notify PTG of any hazardous properties of any samples, raw materials, raw materials, semi-finished products, and end products in a clear manner in writing and to mark the samples, materials, raw materials, semi-finished products, and end products as hazardous.
4.2 Unless otherwise agreed, the Client will collect any samples, raw materials, raw materials, semi-finished products, and end products that have been provided to PTG in relation to the execution of the Agreement, or, if such is the case, the remains of such samples, materials, raw materials, products, semi-finished products, and end products, within (one) month after performance of the Works.
4.3 If PTG is in possession of any samples, materials, raw materials, semi-finished products, and end products, or does not do so in time, PTG has the right to store, destroy, or otherwise dispose of these at the expense of the Client, without any obligation to the Client to storage of the samples, materials, raw materials, raw materials, semi-finished products, and end products and remains thereof will take place at the expense and risk of the Client.

Article 5 – Use of the research results.
5.1 The intellectual ownership of the Works shall be transferred to the Client upon the moment at which the amount(s) owed to PTG by the Client are paid in full. However, the knowhow and results of the Works pertaining to the enhancement of analytical knowledge and/or one of PTG’s working methods shall wholly remain the ownership of PTG.

Article 6 – Price, payment and change of Works.
6.1 The amount payable by the Client for the Works will be determined in the Agreement.
6.2 Unless otherwise specified in the Agreement, changes in prices resulting from changes in wages, costs, materials and/or production costs shall be charged to the Client.

Article 7 – Consequence of an invoice.
7.1 A consequence of an invoice by the Client shall not suspend the fulfillment of its payment obligations.
7.2 The Client shall be held liable for all costs incurred as a result of a payment that is delayed, unless Parties have agreed otherwise explicitly and in writing.

Article 8 – Consequence of the performance of the Works.
8.1 In the event that the Client fails to timely fulfil its payment obligations, then the Client shall be in default of operation of law and any interest rate owed shall in no event be lower than an interest of 1% (one percent) per month on the amount due and payable. The interest on the amount due is payable at the same time as the amount is due and payable, unless Parties have agreed otherwise explicitly and in writing.
8.2 In the event that the Client fails to timely fulfil its payment obligations, then the Client shall be liable for payment of all costs incurred by PTG as a result of the Client’s default. These costs include, but are not limited to, all claims and actions of resulting from patent or trademark or other intellectual property infringement, and which are, in whole or in part, in connection with, in accordance with, or arising from, clients, designs, drawings, specifications or other instructions.
8.3 PTG warrants that, at the time of making the offer to the Client, it is not aware of any infringement of third-party intellectual or industrial property rights, or other rights.
8.4 If the Works provide Services works, in whole or in part, drawings or other instructions from the Client, then the Client guarantees that the works will not infringe any third-party intellectual or industrial property rights, or other rights.

Article 9 – Liability.
9.1 If the Client does not comply, or does not comply in time or comply with all or any other obligations arising from the Agreement, and also in case of (filling for) bankruptcy, liquidation or dissolution of the company, or the requests or provisions of a moratorium on payments, PTG has the right to prematurely terminate or suspend the Agreement in full or in part, by written notice to the Client, without the need for a notice of default or mitigation and without the liability to pay damages, without prejudice to any other rights of PTG. As soon as one of the above conditions apply, all claims that PTG has on the Client become payable on demand.

Article 10 – Premature Termination.
10.1 If relevant, the Parties shall enter into a data processing agreement.
10.2 The Parties shall at all times comply with any obligations under Dutch laws regarding data protection and any other relevant laws.
10.3 The Parties will cause its officers, directors, employees, agents and Group Companies to abide by the terms of this article.
10.4 Each Party will be held liable to pay damages and compensation and the Client will be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstance.

Article 11 – Health and Safety.
11.1 The Client guarantees that this will not infringe any third-party intellectual or industrial property rights, or other rights.
11.2 The Client guarantees confidentiality of all information which relates to the company or the business practice of PTG that, if brought to the notice of the Client, would be known as a reasonable business practice under the Agreement.
11.3 The Parties will cause its officers, directors, employees, agents and Group Companies to abide by the terms of this article.
11.4 If a statutory provision or a judicial decision compels the Client to convey Confidential Information of the third Parties designated by law or by other means, without the consent of PTG, PTG cannot for that purpose invoke a legal right to refuse to give such information of such a right acknowledged or allowed by the competent court, PTG shall not be held to pay damages or compensation and the Client shall be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstance.

Article 12 – Hiring Personnel.
12.1 If the Client hires any employees of PTG, or third parties hired by PTG out of the Works in part or in whole on locations assigned by the Client, the Client will ensure that the health and safety regulations applicable to that location are communicated to the personnel (employed in part or in whole, from the Works) in written, in part or in whole, to the Client.
12.2 Employees of PTG and third parties hired by PTG are obliged to comply with these regulations.
12.3 If the regulations with regard to personal health and safety apply to PTG or further than the regulations applied by the Client, or if the employees of PTG or third parties hired by PTG by any of the opinion that additional safety norms should be taken into account, they are authorized to comply with the PTG regulations or the additional regulations. If the situation is such in the opinion of the PTG employee or third party that the Works cannot be carried out in a safe manner and the Client is unable or unwilling to apply sufficient measures, PTG has the right to suspend or terminate the Agreement in full or in part, without the Client having any right to damages.

Article 13 – Hiring Personnel.
13.1 The Client will not hire any employees of PTG that have been hired out of Works carried out under the Agreement for a period of at least 3 (three) years after the completion of the Works, without prior written permission from PTG.

Article 14 – Force Majeure.
14.1 In the event of force majeure, PTG shall not be held liable to perform for permanent or temporary default, if such default is as a result of force majeure, which includes situations like war, terrorist, sabotage, labour unrest, strikes, fire, earthquakes, pandemic, epidemic, illness, non-tariff delivery due to force majeure or events of force majeure, without prejudice to the rights and obligations as mentioned in the abovementioned causes applies, as a result of which PTG is not able to fulfil its obligations for an uninterrupted period of at least (one) month.
14.2 If, after the occurrence of the force majeure or the circumstances that lead to force majeure, the Client has the right to terminate the Agreement with immediate effect, without the right of the Client to damages. PTG has the right to claim payment from the Client for the Works carried out before the force majeure came into effect.

Article 15 – Data.
15.1 In so far as the Works or its execution involve the processing of personal data, the Client shall notify the other Party of any breach of personal data in accordance with and within the timeframe stipulated in the Privacy legislation.
15.2 If relevant, the Parties shall enter into a data processing agreement.

Article 16 – Settlement.
16.1 PTG, including its Group Companies, have the right to settle all amounts payable to it by the Client, including all Group Companies of the Client, which amounts are payable to the Client.

Article 17 – Divisibility.
17.1 These General Terms and Conditions are divisible in divisible and if any provision hereof, for whatever reason, is or becomes invalid or incapable, the remaining provisions will remain in force. The Client agrees to attempt to substitute for any invalid or incapable provision a legal, valid or applicable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or incapable provision.

Article 18 – Applicable Law / Competent Court.
18.1 The Agreement is governed by Dutch law. The Agreement is governed by Dutch law. The Agreement is governed by Dutch law. The Agreement is governed by Dutch law.
18.2 In case of any disputes in relation to the General Conditions or the Agreement, Parties shall endeavor to settle such disputes by way of consultation. If the Parties do not settle their differences in relation to the Agreement in accordance with the competent court in ’s-Hertogenbosch, without prejudice to the right to appeal the decision of this court.

GENERAL TERMS AND CONDITIONS OF DELIVERY FOR WORKS OF POLYMER TECHNOLOGY GROUP EINDHOVEN, B.V. located in Eindhoven, the Netherlands, registered with the trade register of the Chamber of Commerce under number: 17170607

Version September 2021