

GENERAL TERMS AND CONDITIONS POLYSTO GROUP BV

CHAPTER I. GENERAL PROVISIONS

Article 0. Definitions

For the purposes of these general terms and conditions, the following and capitalized terms are defined as follows:

- **General Terms and Conditions:** the general terms and conditions of PolySto incorporated herein, as well as any subsequent version thereof which comes into existence in accordance with the provisions of these general terms and conditions and replaces the previous version.
- **Day:** one calendar day;
- **Customer:** a purchaser or potential purchaser of PolySto's products or services, as may appear from quotations, offers, accepted orders, commissions, agreements and entered into negotiations for the supply of PolySto's products or services;
- **Goods:** all tangible movable property over which the Parties contract;
- **Supplier:** a party from whom PolySto purchases or wishes to purchase products or services, as may be evidenced by quotations, offers, accepted orders, assignments, agreements and negotiations entered into.
- **Agreement:** all agreements, including master agreements, individual agreements, partial agreements and assignments, entered into between PolySto and a Counterparty, as well as all legal acts relating thereto and where Agreements may take the form, as the case may be, of immediately expiring agreements, including but not limited to purchase-sale agreements, or agreements with successive performance, including but not limited to contracting work;
- **Parties:** PolySto and a Counterparty jointly, in addition to each of these individually also being referred to as a 'Party'.
- **Placement Terms:** the set of terms and conditions to which, in the case of an agreement relating to the provision of Performance, the Customer's site must comply at the commencement of the Agreement and which PolySto shall deliver to the Customer as a contract document, no later than the time of conclusion of the Agreement;
- **PolySto:** the limited liability company PolySto GROUP, with registered office at 9160 Lokeren, Maesbossen 3B, and with company number BE 0895.050.870
- **Performance:** the services performed or to be performed by PolySto, as well as the delivery of goods performed or to be performed;
- **Written:** by mail addressed to the address of the Customer or PolySto's address, respectively, or by e-mail message to the address provided by the Parties in the context of entering into their contractual relationship;
- **Party:** a Customer or a Supplier
- **Website:** PolySto's website accessible via the URL www.polysto.com

Article 1. Scope

1.1. All contractual legal relationships between PolySto and a Counterparty shall, except for express and written deviation by PolySto, be governed by these General Terms and Conditions.

1.2. These General Terms and Conditions shall also apply to all offers, negotiations and orders by PolySto towards a Counterparty.

1.3. Unless otherwise confirmed in writing by PolySto, these General Terms and Conditions take precedence over any general terms and conditions of a Counterparty, even if they have not been

expressly rejected by PolySto.

1.4. The Other Party declares, prior to the conclusion of the Agreement, to have taken cognizance, at least to have been able to take cognizance, of these General Terms and Conditions, inter alia because of their publication on the Website, and to agree to them.

1.5. Any deviation from or addition to these General Terms and Conditions applies only to the specific Agreement for which it has been agreed upon.

1.6. In case of conflict between the Dutch text of the General Terms and Conditions and other language versions or discussion regarding the interpretation of provisions of these Terms and Conditions, the Dutch text shall prevail.

Article 2. Changes

2.1. PolySto may amend these General Terms and Conditions at any time. However, unless otherwise agreed between the Parties, the amended terms and conditions shall only apply to the agreements concluded after the amendment of these General Terms and Conditions. An agreement to the contrary between the Parties within the meaning of this article may be evidenced by an explicit agreement, unreserved further performance or any other element from which agreement to the amended General Terms and Conditions may reasonably be inferred.

Article 3. Conclusion and performance of agreements

3.1. An agreement with PolySto is concluded in one of the following three exhaustive ways:

- When the Customer has communicated its Written confirmation of an offer prepared by PolySto to PolySto within the time period set forth in Article 3.2 of these General Terms and Conditions and subject to the proviso that PolySto has not at such time communicated to the Customer a withdrawal or revocation of the offer in question;
- Where there is no quotation, following PolySto's Written acceptance of the order; or
- When execution is given by PolySto to the order placed by the Customer.

3.2. Quotations prepared by PolySto shall expire after the expiry of fourteen (14) Days from the date of the quotation, without prejudice to the possibility for PolySto to revoke or withdraw such quotation before the expiry of this period as long as the Customer has not communicated to PolySto its unconditional agreement thereto.

3.3. Each Agreement shall be deemed concluded, upon acceptance, at the place of PolySto's registered office in Lokeren, Belgium. Any deviation from this must be accepted In Writing and expressly by PolySto.

3.4. The Customer guarantees the accuracy and completeness of the data provided by or on behalf of the Customer to PolySto on which PolySto has based its offer. PolySto shall have no obligation to investigate, and PolySto shall not be obliged to compensate any damage resulting from the inaccuracy, obsolescence or incompleteness of such data, materials and records.

3.5. PolySto shall perform the order in accordance with all applicable legal provisions and in accordance with the technical and quality standards and norms generally accepted in the industry.

Article 4. Prices

4.1. The prices stated on any quotation or order form are exclusive of VAT, taxes and associated costs (including transport costs and import duties), which shall always be borne by the Customer. Where transport or other costs are named, this representation is purely indicative.

4.2. Any increase in transportation costs, import duties, taxes and the like between date of sale of goods and/or services and delivery

thereof shall be borne by the Customer.

4.3. The prices stated on the quotation and order form include only what is described on the aforementioned documents. If the Customer requests additional Services not provided for in the quotation and/or order form, such additional Services shall be billed by PolySto to the Customer.

4.4. If, in the case of framework or other long-term contracts, after the expiry of a period of 6 months from the formation of the Agreement, but before the delivery of the goods and/or services, one or more of the cost-determining factors increase, including wages and social security contributions, and the prices of materials, raw materials and products, PolySto shall be entitled to adjust its prices accordingly up to a maximum of eighty percent (80%) of the final price and in such a way that the increase occurs for those components and to the extent that the adjustment reflects actual costs. PolySto shall notify the Customer of the price adjustment as soon as possible.

Article 5. Invoicing and Payments

5.1. Invoiced amounts are due and payable on the displayed due date of the relevant invoice or, in the absence of a specific due date, thirty (30) Days after the invoice date.

5.2. Payments shall in principle be made in discharge by transfer to PolySto's bank account. Payments in cash are only possible for amounts below EUR 2,500.00 (including VAT) and if expressly so accepted by PolySto, with PolySto having the discretionary right to refuse payments in cash. Payments shall be made when the full amount due is irrevocably received in PolySto's bank account.

5.3. All prices announced by PolySto are always expressed in euros. The Customer must make all payments in euros, unless otherwise agreed in Writing. The exchange risk shall at all times be borne by the Customer.

5.4. In case of late payment, by operation of law and without notice of default, interest on arrears shall be payable at the rate of 12% per annum from the due date of the invoice. Also, in the event of late payment, a lump-sum compensation for extra-procedural recovery costs of 15% on the principal amount due with a minimum of 62 euros shall be due by operation of law and without notice, without prejudice to PolySto's right to prove higher damages.

5.5. In the event that an invoice is not paid on its due date, all invoices still due in the Customer's name shall become immediately payable by operation of law.

5.6. The Customer shall not be entitled to suspend any payment or to set off amounts due. All payments made by the Customer shall first be applied to reduce costs, then to reduce accrued interest and finally to reduce the principal amount of the oldest unpaid invoices, unless otherwise agreed in Writing and regardless of any indication displayed by the Customer at the time of payment.

5.7. Complaints relating to invoicing must be communicated to PolySto by registered mail within a period of five (5) days from the invoice date, under penalty of lapse.

5.8. In the event of late payment, PolySto shall be entitled to suspend the performance of its obligations without prior notice. The delivery date or term shall be suspended by operation of law. PolySto is only obliged to deliver after full payment by the Customer.

Article 6. Delivery

6.1. PolySto fulfills its obligation to deliver, except as otherwise provided, when the ordered Goods and/or Services are made available to the Customer at PolySto's registered office.

6.2. In the event that PolySto additionally undertakes to deliver the ordered Goods to a place agreed upon by the Parties, delivery shall take place Ex Works. Transport shall take place at the risk and expense of the Customer, unless otherwise agreed and confirmed in

Writing by PolySto. Transport costs shall be borne by the Customer.

6.3. Risk shall pass to the Customer no later than upon shipment of the Goods. If shipment is delayed through the fault of the Customer or through circumstances for which PolySto is not responsible, risk shall pass to the Customer upon notification of readiness for delivery.

6.4. If PolySto needs to unload goods at the delivery address, this shall be done on the doorstep of the delivery address and the Customer shall be responsible for the means necessary for unloading, namely tools for unloading the truck such as, inter alia, a forklift truck or other lifting and moving device, and the costs associated with unloading the goods shall be borne by the Customer. The goods must be unloaded within one hour of arrival. Additional (waiting) hours will be billed to the Customer.

6.5. Any instruction given by the Customer to PolySto's personnel or an appointee, or to PolySto's carrier, regarding the introduction of the Goods into his/her facilities or any manipulation with the Goods, shall be at the Customer's risk.

6.6. The delivery dates given are only indicative and only bind PolySto to the extent that it should try to approach these dates as closely as possible.

6.7. The expiry of the predetermined delivery time, when not due to bad faith or gross error on the part of PolySto, shall in no case give rise to any right of refusal or withdrawal of the order, nor to compensation.

6.8. Delivery terms shall in no case constitute an essential part of the Agreements concluded.

6.9. If the Goods cannot be delivered within the predetermined time due to the fault of the Customer, and the delay concerns more than five (5) days, the Customer must pay a cost for storage of the goods. This storage cost will be calculated at 0.50 euros per day and per m², with a minimum of 15 euros.

6.10 Deliveries to PolySto shall be deemed to take place at the time when PolySto is physically in a position to inspect the Goods in question. Any provision which, directly or indirectly, provides for an earlier time of delivery shall be modified by this provision in the sense that, notwithstanding any other statement, delivery shall only take place when the inspection envisaged for this purpose has been able to take place.

Article 7. Retention of title

7.1. All Goods delivered by PolySto shall, without prejudice to actual delivery, remain the property of PolySto until Customer has fully fulfilled its payment obligations under the Agreement vis-à-vis PolySto.

7.2. As long as ownership of the Goods has not passed to the Customer, the Customer shall not, without PolySto's prior Written consent, be entitled to transfer or encumber the Goods in any form whatsoever or otherwise place them in the possession of third parties.

7.3. In the event of non-compliance with its payment obligations as well as in the event of bankruptcy, judicial reorganization, liquidation or dissolution of (the company of) the Customer, PolySto shall be entitled, both towards the Customer and towards any third party, to enforce its right of ownership and to demand the return of the Goods or materials used in the Work, or to claim the sum corresponding to the value of the Goods resold, without having to take legal action in this regard.

7.4. Any lesser value of the Goods or materials applied in the Work as well as the costs incurred shall be charged to PolySto.

7.5. The advances paid shall remain acquired by PolySto as compensation for possible losses when the Goods are resold.

Article 8. Information Obligations

8.1. The Customer guarantees the accuracy and completeness of the information provided by or on behalf of the Customer to PolySto on which PolySto has based its offer.

8.2. PolySto shall have no obligation to investigate, and PolySto shall not be obliged to compensate for any damage resulting from the inaccuracy, obsolescence or incompleteness of such data, materials and records.

8.3. In order to enable a proper performance of the Agreement by PolySto, the Customer shall always provide PolySto with all data or information reasonably required by PolySto in a timely manner.

8.4. If PolySto provides advice on (the use of) its products or services, other than through the technical data sheets of the relevant products, such advice shall not constitute an essential part of the Agreement. Such advice is given in good faith, but without any guarantee. PolySto can in no way be held liable for imperfections in its advice. The same also applies to trials and demonstrations carried out in its own name or in the name of any supplier of PolySto. These occur without any guarantee and do not relieve the Customer from carrying out tests and investigations with a view to their own specific applications.

8.5 If PolySto places an order with a Supplier, the Supplier is obliged to communicate in writing to PolySto all specific product characteristics or properties regarding processing of such Product. If, prior to the conclusion of any Agreement, PolySto notifies the Supplier of a particular purpose or use of any Product, the conclusion of the Agreement shall constitute confirmation, by the Supplier, of the suitability of the Product for the stated purpose or use.

Article 9. Revocation of the Agreement

9.1. Immediately expiring agreements may only be revoked with the express and Written consent of PolySto which reserves the possibility to refuse its consent to this effect.

9.2. In the event of revocation of immediately expiring agreements, the Customer shall in any event owe PolySto liquidated damages in the amount of 30% of the unpaid portion of the price due according to the offer, without prejudice to the right to claim compensation for the loss actually suffered by PolySto.

9.3. For agreements with successive performance, unless extinguished by the expiry of the term, the termination option set out in Article 10 of these General Terms and Conditions shall apply exclusively.

Article 10. Duration and termination

10.1. If an Agreement with successive performance has been entered into for an indefinite period, it may be terminated In Writing by either Party. If no notice period has been agreed between the Parties, reasonable notice must be given. PolySto shall never be obliged to pay any compensation due to termination.

10.2. If an Agreement is entered into with successive performance for a specific work or for a definite period, such Agreement may not be terminated prematurely.

10.3. In case of serious breach by the Counterparty, PolySto shall be entitled to terminate the Agreement with the Customer without notice of default or judicial intervention by written notice with immediate effect. Breaches which are not remedied after registered notice of default and within the reasonable period shown by this notice of default as well as breaches which are systematic in nature or which affect the essence of the Agreement shall be considered serious breaches justifying rescission. The possibility of rescission is also open to PolySto if it is clear that the debtor, after having been reminded to provide sufficient guarantees for the proper performance of its commitments within a reasonable period, will not fulfill its commitments in a timely manner and that the consequences of such failure are sufficiently serious.

10.4. Termination as shown in Article 10.1 or dissolution as shown in Article 10.3 shall be made by registered letter or bailiff's writ to the Other Party.

10.5. The Contract shall terminate by operation of law and with immediate effect if a Counterparty is declared bankrupt, or a petition to that effect has been filed by the Customer, or if the Customer's company is dissolved within the framework of a procedure of demerger or merger within the meaning of Book 12 of the Belgian Code of Companies and Associations.

10.6. PolySto may also terminate the Agreement without notice with immediate effect if the control, within the meaning of Article 1:14 of the Belgian Companies and Associations Code, over the Counterparty's business changes directly or indirectly. PolySto shall not be liable for any refund of monies already received or compensation due to the termination referred to in this paragraph.

10.7. In the event that, at the time of the termination or dissolution of the Agreement as referred to in this article, the Customer has already obtained performance in execution of the Agreement, such performance and the related payment obligations shall still be due. Amounts that PolySto has invoiced or will invoice before the termination or dissolution in connection with what it has already obtained in performance of the Agreement shall still be due.

10.8. PolySto shall under no circumstances be obliged to pay any compensation as a result of a termination or dissolution of the Agreement and/or the cooperation between PolySto and the Customer and excludes any liability in this regard.

Article 11. Liability

11.1. Except in the event of its wilful misconduct or gross negligence equivalent to wilful misconduct, or for that of its appointees, PolySto shall, in the event of proven culpable non-performance on its part, including any failure to perform a warranty obligation expressly agreed in Writing with the Customer, or wrongful act on its part, only be liable to pay compensation not exceeding the invoice value, exclusive of VAT, of the Delivered Performance through which or in connection with which the loss was caused.

11.2. PolySto shall not be liable for compensation of any damage if, at the time when the aforementioned damaging event occurs, the Customer is in default of the performance of any obligation under towards PolySto.

11.3. PolySto may only be held liable for direct damage, with the express exclusion of indirect damage. Indirect damages include: loss of business or image, loss of profit, unforeseen expenses, missed savings, idle time, consequential loss (including from third parties) including but not limited to deprivation, immobilization, personal injury, any other form of pecuniary loss including but not limited to the full extrajudicial collection costs and full court costs, all possible claims by third parties, including but not limited to the Customer and employees of the Customer, personal injury, property damage, loss of added value, damage related to the use of third party items, materials or software prescribed by the Customer to PolySto.

11.4. The exclusions and limitations of liability of PolySto described in the preceding paragraphs of this Article shall not affect in any way the other exclusions and limitations of liability of PolySto as described in these General Terms and Conditions.

11.5. The condition for the creation of any right to compensation shall always be that the Customer reports the loss in Writing to PolySto as soon as possible after its occurrence. Any claim for damages against PolySto shall lapse by the mere expiry of two (2) months after the right to claim arises, unless the Other Party has notified its claim In Writing to PolySto prior to the expiry of that period with reasons.

Article 12. Force Majeure

12.1. The Parties shall not be obliged to perform any obligation under any Agreement, with the exception of an obligation to pay, if performance is impeded by any circumstance beyond their reasonable control which makes the performance of the obligation in question - temporarily or otherwise - impossible or unreasonably burdensome. This includes, but is not limited to, military action, terrorist activities, vandalism, government action, weather conditions, natural disasters, a pandemic, an epidemic, strikes, delay or failure to fulfill obligations by PolySto's suppliers and strikes or any other cause that would have the effect of hindering production or supply.

12.2. If, upon the occurrence of a circumstance referred to in Article 12.1 of these General Terms and Conditions, PolySto has already partially fulfilled its obligations or can only partially fulfil its obligations as a result of the Force Majeure Event, it shall be entitled to charge separately for the performance already delivered or, as the case may be, the deliverable part of the Performance, and the Customer shall be obliged to pay such compensation.

Article 13. Intellectual Property Rights

13.1. An Agreement between PolySto and the Customer does not include any transfer of intellectual rights and know-how from PolySto to the Customer.

13.2. Any Agreement between PolySto and a Supplier, implies the grant of those rights of use, by the Supplier, which are necessary for PolySto to be able to sell, use or employ the products in question in the framework of its normal business activity

Article 14. Transfer of rights and obligations

14.1. PolySto may transfer or subcontract all or part of its rights or obligations under any Agreement to an affiliate or other third parties designated by it for this purpose.

14.2 The Counterparty shall not assign its rights and obligations under any Agreement to any third party.

Article 15. Notices and communications

15.1. Any notification or other communication in connection with these General Terms and Conditions and/or in connection with the (performance of the) Agreement shall be in writing.

15.2. Notice by registered mail is required only if a specific provision expressly so provides.

Article 16. Waiver of right

16.1. Delay or default on the part of PolySto with respect to enforcing any right PolySto has against the Customer under these General Terms and Conditions shall not constitute a waiver of that right.

16.2. If PolySto waives any right it has under these General Terms and Conditions, this shall not imply that PolySto also waives or must waive that right or any other rights in a subsequent case.

Article 17. Independence of Provisions

17.1. If any provision of these Terms and Conditions is, in whole or in part, void, voidable, unenforceable or contrary to law, it shall be deemed to be isolated and inapplicable.

17.2. In such case, the Parties shall consult to replace the provision in question with a provision of similar effect which is not wholly or partially void, voidable, unenforceable or contrary to law.

17.3. The other provisions of these General Terms and Conditions shall remain in full force and effect.

Article 18. Applicable law and jurisdiction

18.1. Any dispute falling within the application of these General Terms and Conditions shall be settled exclusively under Belgian law.

18.2. All disputes under Agreement shall be settled exclusively

by the Enterprise Court of Ghent, Dendermonde Division, unless the law declares another division of this court to have exclusive jurisdiction.

CHAPTER II. PURCHASE-SALE OF GOODS

In addition to the provisions of the aforementioned Chapter I. of the General Conditions, the following additional provisions shall apply with respect to the sale-purchase of Goods.

Article 19. Transfer of Risk

All risks relating to the Goods in question shall pass at the time of delivery, as defined in these General Terms and Conditions.

Article 20. Packaging

Reusable packaging of Goods shall remain the property of PolySto. The amount charged for the guaranteed packaging(s) is therefore a deposit. It is refunded to the Customer as soon as PolySto has the packaging back in its possession. The deposit for the packaging(s) will be charged in the same way as the Goods themselves.

Article 21. Conditions of application and use

21.1. The Customer declares to have been fully informed by PolySto of the conditions of application and use of the Goods supplied. The Customer also confirms that he has had access to the then available information, either technical information or labels, and that he agrees with this content.

21.2 The Customer knows the characteristics of the Goods from PolySto and bears the responsibility to verify that the characteristics of the Goods are adequate for the use that the Customer intends to make of the Goods, with corresponding applicable regulations.

21.3. In addition to the conditions of application and use communicated by PolySto, the Customer is obliged to treat and use the Goods in accordance with the rules of the art and special application methods assumed to be known by the Customer.

21.4 Incorrect application, incorrect handling and/or use of the Goods for purposes other than those originally communicated shall exclude any liability on the part of PolySto.

Article 22. Inquiries

The sending of samples and announcements on labels and/or on technical sheets shall be considered as information and shall only give an indicative description of PolySto's Goods.

Article 23. Warranties

23.1. PolySto warrants that the Goods it delivers are free from defects in material and workmanship. This warranty is valid for a period of twelve (12) months from the date of delivery and is strictly limited to the replacement of defective parts approved by PolySto, to the extent that the defect is due to a material or manufacturing defect. All other charges will not be accepted.

23.2. PolySto shall have the option to proceed with replacement of the approved defective part or to grant a price reduction.

23.3. The warranty is valid only if the Goods have been properly installed and maintained.

23.4. The warranty does not apply in case of abnormal wear and tear, weather damage or damage caused by negligence, misuse, accident and/or neglected maintenance.

Article 24. Complaints

24.1. Goods delivered by PolySto, must be inspected by the Customer upon receipt. Immediately visible defects must be reported immediately by the Customer on the delivery note and communicated in writing directly to PolySto within a period of

forty-eight (48) hours.

24.2 The Customer undertakes to inspect the Goods immediately after taking delivery in accordance with all procedures customary in the industry. Complaints regarding defects that become observable after this detailed examination must be communicated to PolySto by registered letter within a period of fourteen (14) Days after taking delivery.

24.3. Complaints relating to any of the qualities mentioned under Articles 24.1 or 24.2 of these General Terms and Conditions that are formulated outside the time limits specified in these Articles shall in no case trigger any liability on the part of PolySto.

24.4. Complaints relating to hidden defects and which do not fall under the provisions of Articles 24.1 to 24.3 must be notified by the Customer to PolySto by registered letter without delay, and at the latest within a period of thirty (30) Days, after the Customer has become aware or could reasonably have become aware of them.

24.5. To the extent that the Goods are defective, PolySto undertakes to replace the Goods in question. If a replacement is not possible, PolySto undertakes to refund the price paid.

24.6. Complaints regarding the delivery or conformity of the Goods shall not suspend the payment obligation on the part of the Customer.

24.7. With respect to Goods purchased by PolySto and further sold or processed by the latter in performance of contracts for Customers, regardless of any other previous communication or provision, PolySto always retains the right to redirect complaints to the Supplier, when this is done within a period of thirty (30) days after PolySto itself has been notified of any complaint from a Customer.

Article 25. Return Policy

25.1 Goods from PolySto may be returned only with PolySto's prior Written approval, in which case the Goods shall be returned to PolySto's designated warehouse.

25.2 The Goods must be packed according to the applicable rules of the art to avoid shipping damage.

25.3. The cost of returning the Goods shall be borne by the Customer, unless the return is due to a liability of PolySto.

25.4. After PolySto has received the Goods at its warehouse and has been able to subject them to inspection, PolySto will reimburse the Customer by credit note if PolySto determines that there is an error/defect.

25.5. Goods purchased or ordered by PolySto may be returned by the latter without the requirement of the Supplier's agreement if the quantity or quality does not meet the Agreement.

25.6 The credit note that may have to be prepared on the basis of a return will always be up to 70% of the value of the goods. The remaining 30% will be deducted to cover administrative costs, quality control and repackaging in our production, among others.

CHAPTER III. CONTRACTING OF WORK

In addition to the provisions of the aforementioned Chapter I. of the General Terms and Conditions, the following additional provisions apply to the services offered by PolySto, which take the form of contracting work.

Article 26. Quotations

26.1 Quotations are calculated on the basis of probable quantities received by the customer and are settled on the basis of the quantities actually executed recorded in a statement of progress.

26.2 Quotes from PolySto are calculated on continuous execution, under normal conditions. Interruptions may incur additional costs.

26.3 The estimates and project calculations are a free service. However this service is not 100% binding and the numbers included in the calculation should always be checked by the customer.

Article 27. Prices, price indication and taxes

27.1. All prices quoted by PolySto are based on data, situations and circumstances known or disclosed by the Customer when the inspection, advice and/or work to be carried out or performed is recorded.

27.2. The price for the performance of the Works is subject to revision in accordance with Article 4.4. of these General Terms and Conditions. The price revision shall take place with each partial payment.

27.3. Goods may be insured at the express request of the Customer. The costs involved shall be borne by the Customer.

27.4. If PolySto has to incur travel and accommodation expenses for the performance of Works, the Customer shall reimburse these expenses.

Article 28. Terms of Payment

28.1. All amounts due shall be charged and paid unless expressly agreed otherwise in Writing as follows:

- a down payment in the amount of 30% of the total amount provided for at the time the Agreement is concluded
- 40% of the aforementioned amount upon receipt of the Goods by the Customer
- 30% of the aforementioned amount during the performance of the Services by PolySto

28.2. If the term of payment is exceeded, PolySto shall be entitled to suspend further deliveries or continuation of the work relating to the Agreement to which the overdue payment relates. The Customer shall owe interest to PolySto, without delay and without prior notice of default, up to the effective payment at the rate of interest provided for in the Law of August 2, 2002 on combating late payment in commercial transactions. All costs, both judicial and extrajudicial, associated with the collection of the overdue payment shall be borne by the Customer.

Article 29. Execution period

Any execution period is represented by PolySto as approximate only. The Customer acknowledges that the execution time may depend on, for example, third party performance, weather or other conditions or unforeseen construction elements.

Article 30. Additional work, modification and settlement

30.1. As additional work or modification is considered all work and deliveries desired by the Customer, which are not included in the Contract, as well as all modifications desired by the Customer.

30.2. PolySto is not obliged to perform additional work or modifications. However, to the extent that PolySto executes requested changes or additional work, the following provisions of this Article shall apply.

30.3. PolySto shall be entitled to invoice Customer for all additional work and/or modifications.

30.4. The performance of additional work and/or modification shall be subject to the same provisions as provided for in the original Agreement, unless the parties expressly agree otherwise in Writing.

30.5. If the performance of requested additional work or modification is not accepted by PolySto, this shall not result in the original Agreement being rescinded.

30.6. The cost of additional work and/or changes will be charged to the Customer as a separate cost item on the invoice.

Article 31. Obligations of PolySto

31.1. PolySto shall endeavor to perform its Performance conscientiously, both in terms of materials and processing, in accordance with the rules of art and good workmanship.

31.2. PolySto shall be entitled to perform its Performances as it

sees fit, whether or not with the engagement of third parties and whether or not in phases.

31.3. Unless otherwise specified in the order confirmation, the Work shall be performed exclusively on normal working days, namely not on Saturdays, Sundays, generally recognized national legal holidays. Performance shall also not be provided on days/moments when external (weather) factors make performance impossible or unreasonably onerous.

31.4. PolySto is free in its choice of the equipment and auxiliary materials to be used, the cost of which is included in the price.

31.5. PolySto undertakes to comply strictly with all legal provisions and regulations relating to the performance of its Performance.

Article 32. Obligations of the Customer

32.1. The Customer shall, to the extent applicable, ensure the provision of water, auxiliary taps, gas, light, auxiliary materials, tools and safety equipment, traffic facilities, space for the placement of materials and signage as specified by PolySto as appropriate, warehouse storage, parking facilities, paved access and exit roads, and a work site that is readily accessible and passable under all circumstances, including for heavy equipment, so that the Work can be performed without hindrance.

32.2. The assembly site shall be easily accessible by normal means of transportation.

32.3. The job site shall be a freely accessible job site passable by scissor elevator and forklift.

32.4. Temporary storage facilities for the goods shall be provided in the yard.

32.5. Grounded electricity shall be available at the yard day and night within a radius of 25 meters (including for the purpose of charging batteries).

32.6 The Customer shall take into account the Placement Conditions provided by PolySto.

32.7. Installation must be able to take place in hygienic conditions.

32.8. PolySto's installers must be able to freely use the toilets and dining rooms provided on the site.

32.9. If, in the opinion of PolySto, additional facilities are necessary for the proper accessibility or free disposition of the Work or work site, they shall be at the expense of the Customer.

32.10. The Customer, as custodian during the performance of the Performance at the Customer's site, shall be liable for the damage and/or loss of materials and tools (including machinery) belonging to or in use by PolySto.

Article 33. Interim Completion

33.1. To the extent an Agreement provides for phased work, PolySto shall not commence performance of its Performance in a subsequent phase until preliminary interim acceptance has taken place of Performance already performed.

Article 34. Completion and Acceptance

34.1. If the Parties have agreed on a completion date for the Work, PolySto shall use all reasonable efforts to complete the Work no later than such date.

34.2. However, the aforementioned completion date shall not be binding on PolySto and shall not count as a binding deadline. Exceeding the final date shall not entitle the Customer to rescind the Agreement in whole or in part or to any damages, except in the case of willful intent, gross misconduct on the part of PolySto or for that of its appointees or, except in the case of force majeure, for failure to perform the essential obligations that are the subject of the Agreement.

34.3. The period during which the Work will be performed shall be extended by the period during which performance is delayed by force majeure as provided in Article 12 and/or the period during

which the Customer is in default of its obligations under the Agreement.

34.4. If the Work has been completed, PolySto shall notify the Customer and PolySto shall give the Customer an opportunity to accept the completed Work. Except if the Customer does not accept the completed Work in Writing with reasons within eight (8) Days after completion of the Work, the Work shall be deemed accepted by the Customer.

Article 35. Warranties

35.1. From the date of delivery, as described in Article 34.4, PolySto grants the Customer a one-year warranty for the deliveries made or work carried out by PolySto, subject to the limitations formulated in these General Terms and Conditions, with the understanding that that only defects that become apparent during normal use and which can be attributed to PolySto as defective work performed by PolySto or use by PolySto of defective materials will be repaired by PolySto free of charge. The aforementioned warranty does not affect the term for formulating any complaints for hidden defects, which applies in accordance with the provisions of article 24.4 of these General Terms and Conditions.

35.2. If guarantees relate to (the processing of) products from Suppliers, the amount of any guarantee from PolySto will not exceed the amount of the guarantee granted to PolySto by the Supplier concerned.

35.3. Warranty claims do not apply:

- a. if other and/or more stringent requirements have been imposed on the Performance delivered than were known at the time the Agreement was concluded;
- b. if changes, repairs or other work have been carried out by third parties without written permission from PolySto;
- c. if the materials supplied and the Services performed are not used and/or maintained in the intended manner;
- d. if and insofar as the amounts claimed by the Customer exceed the guarantees that PolySto has received from its suppliers and/or subcontractors;
- e. in connection with or as a result of errors in the design of the construction if the design was made by the Customer and/or third parties;
- f. if the Customer does not fulfill obligations under the Agreement, does not do so properly or does not do so on time.

35.4. If the commissioning of the delivered or executed Work takes place earlier than the planned delivery, as described in Article 34.4, the warranty period in accordance with Article 35.1 commences on the first date mentioned.

35.5. With regard to the repair work carried out by PolySto, unless expressly agreed otherwise, a guarantee is only given on the soundness of the execution of the repair work for the same guarantee period of a maximum of one year from the repair reported as completed by PolySto.

35.6. An appeal to PolySto's failure to fulfill warranty obligations does not release the Customer from the obligations arising from the Agreement.

Appendix: Placement Conditions

Panels/hygienic wall renovation:

- Before PolySto starts installation, the work floor must be completed and sufficiently hardened. The work floor must be flat and level.
- If additional reinforcements are required in the panels or to secure the panels, these will be charged separately.
- No openings are made in the ceiling panels without permission from PolySto.
- No hangings may be done in the panels without permission from PolySto.
- Hanging of technology, cooling and sectional doors must be carried out after installation of the ceiling panels.
- If sandwich panels are used as an external wall, a paved road of approximately 4 meters width must be provided around the building to allow installation to take place normally with a truck crane.
- In case of recessed freezer floor installation, filling the gaps between freezer wall and adjacent floor is not included.
- Additional finishing touches to the panels that are not included in the plans or in the quotation will be settled as additional work.
- Doorways, passageways and openings smaller than 6 m² are always included in PolySto's quotation.

Doors:

- PolySto doors are mounted on the finished and sufficiently hardened floor.
- The floor must be perfectly horizontal and flat at the door opening and the sliding part of the door.
- The height of the door openings is cut to size during installation.
- Sufficient space must be left around the daylight for mounting the frames and rails.
- When installing freezer doors, any demolition work for the heating sill will be charged separately.
- In the case of electrically powered doors, 220V+ earthing must be provided on the drive side of the door with a CEE-Form wall socket (same as pressure valves) before the start of work.
- The prices for the doors are based on standard installation in sandwich panels. Installation in other walls (e.g. masonry, etc.) will result in a price revision.

Kerbs:

- PolySto's quotation is calculated on a continuous wall. Designing drain pipes for sinks, evaporators and the like, as well as cutouts around columns are not included.
- The surface must be dry, dust and grease-free.
- When installing concrete kerbs, 45° miters are ground on either side of each door on site. In order to cover this additional cost, the door openings are always included in PolySto's quotation.

Posts and brackets:

- The place where the posts and brackets are drilled is indicated by the Customer.
- The concrete floor is drilled according to the diameter of the post/bracket. Underlying pipes must be reported by the Customer. Damage to pipes in or under the concrete floor during drilling is the responsibility of the Customer.
- A lot of water is used during drilling. A drainage of this drilling water is provided by the Customer.

Odor nuisance

Strong odors may be released while PolySto is carrying out the work. These odors can be absorbed by food. Consequently, no food products may be present in the rooms or adjacent rooms during the execution of the work. As the client, the Customer is responsible for this and must take the necessary precautions. PolySto cannot be held liable for this.

Dust nuisance

Dust is released during the performance of the Services or preparatory works. All installations or equipment that are sensitive to dust must be removed or covered airtight. As the client, the Customer is responsible for this and must take the necessary precautions. PolySto cannot be held liable for this.