

# General Terms of Delivery and Payment



of the public limited company REHAU N.V. located in Amersfoort, deposited with the Chamber of Commerce for Gooi and Eemland on 23 June 2020 and registered under number 08022220

## Article 1 - General

1. If and as far as not expressly agreed upon in writing, these conditions apply to all offers of REHAU N.V., hereinafter referred to as seller, as well as to all agreements with a physical person or legal entity, hereinafter referred to as purchaser, including related agreements, as well as to all other legal relationships which arise between seller and purchaser as a consequence of the execution of these agreements.
2. The applicability of the general terms and conditions which are used by purchaser, is expressly excluded, unless as far as it has been agreed between the parties explicitly and in writing that these apply excluding these delivery terms.
3. In all cases in which an agreement between purchaser and seller ends, these delivery terms remain applicable to the relationships between the parties insofar as it is necessary for its completion.

## Article 2 - Offer and realization of agreements

1. All offers of the seller remain valid during thirty days and are completely without obligation. REHAU reserves the right to revoke an offer made by her within seven (7) days after its acceptance.
2. The seller is only bound after the confirmation in writing by the seller of an assignment given to her. This written confirmation can also be done by e-mail.
3. Representatives and/or commercial agents and/or subordinates who have no power of attorney cannot bind the seller, neither are they authorized to accept money on behalf of seller.
4. Verbal agreements only bind the seller if and insofar as they have been confirmed in writing by the seller to the purchaser. This written confirmation can also be done by e-mail.
5. The price calculations and conditions of an offer are only valid for the specified work and/or deliveries.
6. Every offer is based on the prices, wages and related social security costs and other legal obligations applicable at that moment.

## Article 3 - Prices

1. All specified prices exclude VAT (B.T.W.) and other taxes imposed by the government.
2. If not explicitly mentioned otherwise, the prices used by the seller apply for delivery at Amersfoort.
3. If not expressly mentioned otherwise, the assembly, service and transport costs etc. are not included in the prices used by the seller.
4. If after the realization of the agreement one or more cost factors increase (for example by the increase of import duties and/or taxes, fluctuations in currency, commodity prices etc.) - even if such occurs as a consequence of foreseeable circumstances - the seller is entitled to change accordingly the agreed price.
5. If this price change exceeds 20%, the purchaser is entitled to terminate the agreement, but without any right to compensation. The same applies to agreements for delivery in installments regarding the amounts yet to be delivered, if the seller generally increases her prices during the duration of the agreement. If the price is increased during the first three months after the conclusion of the agreement, the purchaser can terminate the agreement regardless the level of the price change.

## Article 4 - Deliveries

1. Unless explicitly otherwise specified in the order confirmation of the seller, the deliveries to be executed by the seller include the ones as described in the offer made by her.
2. The seller is entitled to charge the purchaser the costs of extra work - to be performed or not by third parties - which appear to be necessary after the realization of the agreement for a proper execution of the agreement. The seller shall immediately notify the purchaser in writing about the nature of this work and the related costs.

## Article 5 - Delivery

1. Delivery is done at the discretion of the seller:
  - a) by making the goods available at her address,

- b) by delivery of the goods at the address of the purchaser.
2. The shipment takes place for the account of the purchaser at REHAU's warehouse, unless expressly agreed upon in writing. If the goods are ready with the seller for shipment, the risk of the goods is transferred to the purchaser by the sole notification of it to the purchaser. The goods are only insured at the explicit request of the purchaser and for the account of the purchaser. Normal packaging such as paper or boxes is not charged by the seller to the purchaser. If it is, in the opinion of the seller, necessary to pack the goods in a different way, for example crates, bags, cases or on shelves, the seller is entitled to charge the purchaser for this. With carriage paid return to the seller of such packings in good conditions - such at the discretion of the seller - the seller shall give a credit note within three months after the invoice date for the price calculated for it.
  3. The seller always reserves the right to deliver the goods cash on delivery or only after the prepayment of the purchase price.

## Article 6 - Mutations

1. The seller is entitled to make technically necessary changes to the sold goods without prior knowledge or knowledge of the purchaser.
2. Deviations of 10% of the ordered amount and in case of products that have been manufactured especially for the purchaser, deviations of 20%, are allowed. The seller will accordingly invoice the delivered amount to the purchaser.
3. Every delivery of a part of an ordered amount is considered as a separate transaction. The fulfillment or non-fulfillment of the delivery of a part of an ordered amount has no influence on the other parts of the order.

## Article 7 - Force majeure and other circumstances

1. Shortcomings of the seller in the fulfillment of the agreement are not attributable to the seller if they are not imputable to its fault, neither under the law, the agreement with the purchaser or generally accepted standards for its account ('force majeure').
2. Shortcomings of the purchaser in the fulfillment of the agreement as a consequence of war, mobilization, riots, floods, closed shipping, other blocks in the traffic, stagnation in respectively limitation or cessation of the delivery by public utility services, lack of coal, gas, petroleum products or other means to create energy, fire, breakdown of machinery and other accidents, strikes, lockouts, union actions, export limitations, other governmental measures, non-delivery of necessary materials and semi-manufactured goods by third parties, intent or gross negligence of assisting persons and other similar circumstances, are considered as not imputable to the seller and do not entitle the purchaser to dissolve the agreement or to be indemnified.
3. In the event of such a change in the circumstances that (further) fulfillment of the obligations of the seller becomes so problematic that it cannot be reasonably be required of the seller, such as under circumstances mentioned in section 2 of this article, the seller is entitled to suspend the execution of the agreement without judicial intervention, or to dissolve fully or partially the agreement, without the seller being held to any compensation of damage suffered by purchaser or third parties.

## Article 8 - Delivery period

The leadtime mentioned in the order confirmation or otherwise is an estimate. Though the seller applies its best efforts to respect leadtime, time is not of the essence. Exceeding the delivery date does not entitle the purchaser to terminate the agreement, neither to suspend or refuse the payment of the agreed price and it doesn't entitle the purchaser in any way to a right of compensation.

## Article 9 - Retention of title

1. Without prejudice to what the provisions of article 5, title only passes to the purchaser, when all amounts due to the seller regarding the delivery - whether or not with assembly - of these goods is paid including interests and costs.
2. All delivered and/or processed materials, wherever they would be, remain property of the seller until the purchaser fully met his

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obligations towards the seller. The seller is entitled to take back those goods itself and without judicial intervention, among others in, but not limited to, the event that purchaser acts contrary to these conditions, purchaser loses control over his assets, the payment term has been exceeded, the purchaser requests a suspension of payments, he or third parties request his bankruptcy and he arranges or tries to arrange a payment arrangement with his creditors. To take back those goods, the purchaser authorizes the seller to access every place where the purchaser has supervision, power or authority. Until the full payment, the purchaser is not entitled to pledge or encumber and/or transfer in property otherwise the goods fully or partly other than with a written consent of the seller.

3. If a third party may have obtained bona fide the property of the good that has not yet been paid, though this third party has not yet paid the owed purchase price, the purchaser hereby assigns as additional security for its payment obligation its claim to this third party to seller, which assignment is accepted by the seller.
4. If the seller transfers the goods that haven't been paid yet to the seller, this transfer is considered as providing a loan for free.

## Article 10 - Tolerances

For hoses and profiles the following tolerances apply, except for silicones and other elastomeric articles, as well as for articles of foamed material, unless otherwise specified in agreed upon DIN-standards, factory standards and otherwise:

With profiles, as far as it can be measured:  
width, height and section  
DIN 16941 – 3A very coarse

With insulation hoses (special dimensions):  
similar to DIN 40621 "insulation hose B (without tissue)"  
inner section: ± 5%  
shell thickness: ± 10%

With other hoses:

inner section:  
up to 5 mm +0,1/-0,2 mm  
from 5 to 8 mm +0,2/-0,3 mm  
from 8 mm +2,5%/-3%

shell thickness:  
up to 0.7 mm +0,1/-0,1 mm  
from 0.7 to 1.5 mm +0,15/-0,15 mm  
from 1,5 mm ± 10%

For factory lengths (with exception of tubes) the following tolerances apply in length, measured immediately after manufacturing at room temperature:

for profiles in accordance with DIN 16941 - 3A:  
for bundles and rolls: ± 2%.

For Shore A-hardness data a tolerance range applies of ± 3 with thermoplastics and ± 5 with elastomers. Deviations generally accepted in business in the delivery with regard to execution, weight and color don't give the purchaser the right to complain. For plastics, the seller does not guarantee color fastness. Common images, indicated measures and weights in the lists used by the seller, technical delivery terms, manufacturing standards etc. included in the offers done by the seller and assignment confirmations are only approximate. Deviations of measure, weight, quantity and quality are allowed within the framework of the tolerance generally accepted within the industry. Seller provides no guarantee in respect thereof.

## Article 11 - Complaints

1. Complaints have to be submitted not later than 14 days after reception of the goods by the purchaser in writing with the seller, in default of which the purchaser is deemed to have accepted the goods unconditionally. Complaints done by other means (for

example to intermediaries, subordinates, commercial agents, representatives etc.) or that have arrived to the seller later, are of no value and have no impact. For a complaint that has been timely submitted, purchaser shall enable seller to verify his complaint, in default of which this complaint shall not be considered. If the complaint is found to be correct by the seller, the purchaser shall give the seller enough time to replace the goods and/or take suitable measures.

2. Complaints do not give the purchaser the right to suspend or settle any obligation to pay.
3. Notwithstanding the provision in article 12 section 4, goods taken into use are deemed to have been approved, unless the unsoundness could only appear or only appears afterwards, in which case the purchaser has to notify the seller immediately, in default of which the purchaser can no longer exercise his right to complain.
4. Return shipments are not accepted by the seller, unless otherwise agreed upon in writing.

## Article 12 - Liability

1. Direct damage caused by a defective delivery, non-delivery or another breach of the agreement between seller and purchaser is compensated - such at the discretion of the seller - be it by replacing deliveries, for which apply the same terms as for the original delivery, be it by paying an indemnity up to the triple of the invoiced related to the part of the delivery in question, or the amount to be invoiced. The seller is never liable for advices.
2. Remedies as per section 1 of this article are the sole and full compensation, so that the seller is never liable for any other (direct or indirect) damage such as company damage, loss of profits, loss of orders, loss of turnover or production, line stoppage or delay in the production process, full or partial damage or loss of the goods delivered by or on behalf of the seller and of the goods for which the goods delivered by the seller are used or deployed, damage as a consequence of personal accidents, damage because of liability towards third parties, or any damage whatsoever. This exclusion does not apply if and insofar as a person charged with the management of the company with the seller, can be blamed intent or gross negligence regarding the cause of the damage.
3. The purchaser indemnifies and holds the seller harmless against all claims of third parties for compensation of damage, for which the liability of the seller in relationship with the purchaser is excluded in these conditions.
4. Legal claims and defenses based on facts that would justify the assumption that the delivered goods do not meet the agreement, or that the seller failed in an imputable way in another way to comply with an obligation, are void if the purchaser does not notify the seller of and holds him accountable for it in writing within 2 months after the facts have occurred which lead to the creation of the aforementioned legal claims and defenses, mentioning all relevant details. Even if the purchaser notified seller and held him accountable for the provision in the previous full sentence, then the legal claims and defenses are still void if the purchaser does not start a legal claim against the seller within six months after the notification with the competent authority.
5. The liability limitations included in these general terms are deemed to have also been agreed for the benefit of third parties involved with the delivery of the sold by the seller.
6. As far as REHAU is obligated, based on Regulation (EC) Nr. 1907/2006 regarding the registration, evaluation, authorization and restriction of chemicals (REACH), to give information, REHAU is not liable for the accuracy and completeness of the information obtained from its suppliers.

## Article 13 - Payment

1. Unless otherwise agreed to in writing between the parties, invoices sent by seller to purchaser have to be paid within 30 days after the invoice date. Any claim on discount (except for the discount as mentioned in the following section of this article), settlement or suspension on behalf of the purchaser are expressly excluded. In the event of a late payment as aforesaid, the

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- purchaser is in default without any notification by seller being necessary.
2. With payment within 8 days after the invoice date the seller grants a discount of 1%.
  3. In case of exceeding the payment term of 30 days, the purchaser will pay to the seller, without requiring any reminder or notice, an interest equal to the legal interest starting from the day of exceeding until the day of the full payment.
  4. If the order is placed on behalf of a third party, the person having placed the order on behalf of the third party is jointly and severally liable towards the seller besides that third party for all obligations arising from the assignment.
  5. The purchaser is always held, regardless the agreed payment terms, to provide collateral at the first request of the seller, for the payment of the amounts to be paid to the seller based on the agreement. The offered collateral will have to be such that the claims of the seller increased with the possible owed interest and costs, is properly covered and that the purchaser will be able to claim it effortlessly. A collateral which possibly subsequently becomes unsure, will have to be complemented at the first request of the seller until there is sufficient collateral.

#### Article 14 - Intellectual property rights

1. Any intellectual property rights on the designs, drawings, working drawings and subsequent products, belong to the seller respectively the possible third entitled party.
2. The purchaser ensures that the objects to be manufactured and delivered by the seller - after indications of the purchaser - do not violate rights of third parties regarding industrial property. The purchaser hereby holds the seller harmless from possible claims by third parties.
3. Molds, templates etc. remain the exclusive property of the seller or of the factory where the products have been manufactured, also if the purchaser has been or will be charged for it.

#### Article 15 - Attributable failure and dissolution

1. The seller is entitled, in case of an imputable shortcoming or if it is foreseeable that purchaser shall fail to comply with any obligation, to suspend or terminate fully or partially the closed agreement without judicial intervention, without a further notice being required. Termination is done by means of a written notice. If the agreement was realized by electronic means, it can also be terminated by a notice by electronic means. Any storage costs

- made by the seller as a consequence of the suspension of a delivery to the purchaser are borne by the purchaser.
2. The seller has the same rights mentioned in section 1 of this article, if the purchaser is declared in a state of bankruptcy or if his bankruptcy is petitioned, if he requested or obtained a suspension of payments, if his goods are confiscated, if his company entered liquidation or has and/or is being taken over by (a) third party/parties.
  3. If during the duration of an agreement reasonable doubts arise about the solvency of the purchaser, then the seller is entitled - without being held to compensate for possible damage to the purchaser - to terminate any or all ongoing agreements and/or deliver goods under the terms as mentioned in article 5 section 3 and article 13 section 5 of these terms and conditions.
  4. If a situation occurs as mentioned in sections 1 up to and including of this article, then all outstanding debts of the purchaser shall immediately and directly become due.

#### Article 16 - Judicial and extra-judicial costs

Il costs, judicial as well as extra-judicial costs (the costs of lawyers, bailiffs and collection agencies included) among others related to the collection and recovery of amounts that have not been paid or haven't been timely paid, are for the account of the purchaser. The extra-judicial costs are set to 15% of the principal sum including owed interest, such with a minimum of € 250,00 or, in case the amount is higher, to the actual judicial and extra-judicial costs made by the seller. The costs of a bankruptcy petition are also borne by the purchaser.

#### Article 17 - Applicable law

Dutch law with the exclusion of the terms of the United Nations Convention on Contracts for the International Sale of Goods applies to all agreements, to which these terms and conditions apply fully or partially, as well as to all orders and agreements and all disputes that could arise from them.

#### Article 18 - Jurisdiction

All disputes that may arise from an agreement, to which these terms and conditions apply fully or partially, as well as all to all orders and agreements and all disputes that may arise from it, or from further agreements or from additional costs, that arise from such agreements, shall be exclusively brought to the competent court in the district Utrecht, the Netherlands, such without prejudice to the seller's right to refer to the jurisdiction at the registered seat of the purchaser.