

General Terms and Conditions

1. Scope of application

- 1.1. These General Terms and Conditions apply to all offers, services and/or deliveries of Gradient Compounds Netherlands B.V., hereinafter referred to as "Gradient Compounds", and to all agreements between Gradient Compounds and the Client and the associated work.
- 1.2. General terms and conditions of sale and delivery and/or uniform terms and conditions of purchase of the Client are hereby rejected and do not apply unless explicitly accepted by Gradient Compounds in writing.

2. Definitions

- 2.1. In these General Terms and Conditions, the following words and terms written with a capital letter are defined as follows:
 - 2.1.1. *General Terms and Conditions*: these terms and conditions.
 - 2.1.2. *Service*: The service provided by Gradient Compounds to the Client. This service consists of processing the Client's remnant rubber, as a result of which the Client can reuse this rubber in its production process.
 - 2.1.3. *The Client*: any natural and/or legal person who purchases the Service from Gradient Compounds.
 - 2.1.4. *Framework Agreement*: The agreement between Gradient Compounds and the Client setting out the ongoing agreements regarding the Service provided by Gradient Compounds.
 - 2.1.5. *Order*: Agreement for the provision of services between Gradient Compounds and the Client establishing an individual order from the Client to Gradient Compounds to perform material processing and any additional services.
 - 2.1.6. *Specifications*: the parameters agreed by the parties to assess whether the Service provided by Gradient Compounds conforms to the Order.
 - 2.1.7. *Reference material*: Material made available to Gradient Compounds by the Client that has been treated by Gradient Compounds to meet the Specifications, has been approved by

the Client, and is retained by both the Client and Gradient Compounds for quality and acceptance testing purposes.

2.1.8. *Confidential Information:* Gradient Compounds' information that is either (a) designated as "confidential" in writing, or (b) is not in the public domain, or (c) has not been made generally available by Gradient Compounds, or (d) is assumed to be confidential and contains commercial or technical information. Confidential information may include, but is not limited to, recipes, formulas, processes, descriptions, drawings, images, patent applications, commercial documentation including price lists, product specifications and regulations.

3. Offers, assignments, conclusion of agreements.

- 3.1. All quotations and offers of Gradient Compounds are subject to contract. Offers are valid until the expiry date stated on the offer. However, offers may be modified or withdrawn by Gradient Compounds prior to their expiry date. If an offer does not specify an expiry date and is not prematurely withdrawn, the offer is valid for a period of no more than one month from the date of issue.
- 3.2. A Framework Agreement will only be concluded on the Client's written acceptance of an offer made by Gradient Compounds to conclude a Framework Agreement. If the Client accepts Gradient Compounds' offer in any other form, the Framework Agreement will only be concluded upon written confirmation by Gradient Compounds.
- 3.3. The Framework Agreement is entered into for an indefinite period of time unless the content, nature or purport implies that the Framework Agreement is entered into for a fixed term.
- 3.4. An individual agreement for the provision of services will be formed each time the Client submits an Order to Gradient Compounds under the relevant Framework Agreement.
- 3.5. In the absence of a valid Framework Agreement, an individual agreement for the provision of services will be concluded between the parties as soon as the parties agree in writing on the work to be performed by Gradient Compounds and the consideration owed by the Client in return.
- 3.6. If Gradient Compounds has previously issued these General Terms and Conditions to the Client under a Framework Agreement, Service Agreement, or other agreement, this shall constitute an ongoing commercial relationship. Gradient Compounds does not need to resubmit these General Terms and Conditions each time to render them applicable to Service Agreements.
- 3.7. If the Client designates several legal or natural persons or companies, they are jointly and severally liable for all obligations under the agreement entered into with Gradient Compounds, and any legal relationship between them and Gradient Compounds is also governed by these General Terms and Conditions.

4. Rates

- 4.1. The rate for the Services provided is calculated on the basis of the weight of the material made available to the Client after processing by Gradient Compounds.

- 4.2. Unless otherwise agreed in writing, the agreed price means the agreed price for making the processed materials available at the address of Gradient Compounds' warehouse, not including the costs of transporting the materials.
- 4.3. If and to the extent that Gradient Compounds provides additional services to the Client that are not explicitly specified in the Framework Agreement or Order, the Client shall pay Gradient Compounds for such services at the rate otherwise agreed by the parties. If and to the extent that no rate has been agreed for such additional services, the Client shall pay Gradient Compounds the applicable rate as set forth in Gradient Compounds' administrative records.
- 4.4. All amounts owed by the Client under the Service Agreement or otherwise are exclusive of VAT, and exclusive of other taxes or levies, for the payment of which the Client is also liable.

5. Payment

- 5.1. Unless otherwise agreed in writing, Gradient Compounds shall send the Client a monthly invoice for one-twelfth of the costs of processing the annually agreed quantity. A final settlement takes place at the end of the year. .
- 5.2. Payments are made by the Client free of charge without any discount, deduction or setoff within 14 days of the invoice date.
- 5.3. Payments are made in the currency invoiced by Gradient Compounds to a bank and/or giro account specified by Gradient Compounds.
- 5.4. If the Client fails to pay on time, it will be in default without notice of default being required and will from then on be liable to Gradient Compounds for the payment of interest of 1.5% on the invoice amount (including VAT) for each month or part thereof that exceeds the payment term stated on the invoice.

6. Confidentiality

- 6.1. Each Party is prohibited from sharing the Confidential Information of the other Party that it learns in the context of the performance of the Agreement with third parties, other than as may be necessary for the performance of the Service to be provided by Gradient Compounds.
- 6.2. An exception to the above duty of confidentiality applies if a party is forced to disclose information by a court decision or publication or under a legal obligation.
- 6.3. Both parties will treat the content of the Framework Agreement and Orders as Confidential Information, but not the existence of these agreements.
- 6.4. The Client undertakes to comply with the provisions of Articles 6.1 and 6.2 during the term of the Framework Agreement and the duration of any Orders as well as for a period of 5 years after termination of those agreements.

7. Amendments

- 7.1. Gradient Compounds may at any time make written amendments or additions to these General Terms and Conditions. The amended General Terms and Conditions will apply to all agreements between Gradient Compounds and the Client and the related activities from the date of submission of the amended General Terms and Conditions, unless a written objection is made to any amendments within 30 (thirty) days of the date of the amendment.
- 7.2. Gradient Compounds is entitled at any time, even after accepting an order, to correct manifest errors in the offers and/or pricing if this pricing is clearly incorrect and/or is based on an obvious error, a clear error in writing and/or printing.

8. Limitations of Liability and Product Liability

- 8.1. Gradient Compounds is not liable for damages resulting from incorrect or incomplete information provided by the Client, unless Gradient Compounds was or should have been aware of such incorrect or incomplete information.
- 8.2. Any liability of Gradient Compounds for any indirect damages, including consequential damages suffered by the Client or any third party, such as but not limited to trading losses, lost profits and/or losses suffered, delays and/or personal injury, related to any failure of Gradient Compounds or any persons engaged by Gradient Compounds in the performance of the agreement is expressly excluded, other than in the case of wilful act or omission and/or gross negligence on the part of Gradient Compounds, and in that case subject to the provisions of Article 8.4 of these General Terms and Conditions.
- 8.3. The Client shall take all necessary measures to prevent or limit the damage.
- 8.4. If, with due observance of the above, Gradient Compounds may be held liable for damages suffered by the Client, such liability shall be limited to the amount insured under Gradient Compounds' (business) liability insurance that is eligible for payment. If the damage is not covered by the insurance or the insurer fails to pay out in any given case, Gradient Compounds' liability is limited to twice the invoice amount of the relevant agreement (in the case of a continuing performance agreement: the monthly invoice for the month in which the event giving rise to the damage occurred), up to a maximum of €50,000.
- 8.5. If the Client resells the items delivered by Gradient Compounds or constitutes new items (also delivered by Gradient Compounds and resells them, it is obliged to take out adequate insurance against the product liability risk pursuant to Book 6, Article 185 of the Dutch Civil Code. The Client shall provide Gradient Compounds with a copy of the relevant policy on Gradient Compounds' first request.
- 8.6. The Client shall indemnify Gradient Compounds against all third-party claims for which Gradient Compounds is not liable pursuant to the above.

9. Subcontracting

- 9.1. Either party has the right to outsource its obligations under the Framework and/or Service Agreement to another party with the written consent of the other party. The other party may refuse such written consent only for compelling reasons.
- 9.2. If either party subcontracts one or more of its obligations under the Framework and/or Service Agreement to a person or company, the outsourcing party is responsible for any act or omission of that subcontractor as if it were an act or omission of the party itself.

10. Guarantees

- 10.1. The Client guarantees to Gradient Compounds that it is the owner of the materials that the Client delivers to Gradient Compounds for processing and that these materials are free of any rights or claims of third parties.

11. Acceptance and refusal of material.

- 11.1. Gradient Compounds will only accept recognisably and separately packaged material of the polymer type specified in the shipping documents. This material is not mixed with any other material; it is not mixed with waste, it is dry and does not contain any hazardous substances other than those agreed in the Service Agreement. Each consignment of material must be accompanied by the relevant documentation required by law, including a safety data sheet (SDS). Should a shipment fail to meet any of these criteria, Gradient Compounds may, at its sole discretion, return the material unprocessed to the Client at the Client's expense.
- 11.2. The Client shall accept all recognisably and separately packaged processed material from Gradient Compounds that is of a particular type of polymer, as set out in the shipping documents, and that is not mixed with any other material, and that is dry and free of hazardous substances. The Client has thirty (30) days from the date on which Gradient Compounds makes the Processed Materials available to the Client to refuse such materials if, after testing, they are found not to conform to the quality as determined by the Reference Material.
- 11.3. If the Client wishes to refuse material that does not conform to the quality of the Reference Material, it will first notify Gradient Compounds of this in writing. Gradient Compounds will arrange for the material to be collected from the Client. Gradient Compounds shall also have the refused material tested at its own expense to ascertain whether it conforms to the quality of the Reference Material.

If this test reveals that the material does not conform to the quality of the Reference Material due to a manufacturing error of Gradient Compounds, Gradient Compounds will process an equal amount of material free of charge in such a way that this amount, after processing, conforms to the quality of the Reference Material. If, however, it is found that the refused material complies with the quality of the Reference Material, or that it does not comply with the quality of the Reference Material but that this cannot be imputed to Gradient Compounds, the Client will reimburse the costs of transport and the reasonable costs of testing the material, up to a maximum of €1,500.

12. Force Majeure.

- 12.1. If Gradient Compounds is unable to meet its obligations due to a permanent failure that cannot be attributed to it, Gradient Compounds has the right to dissolve the agreement in whole or in part within a reasonable period of time by giving written notice, without Gradient Compounds being obliged to pay any compensation to the Client, including compensation for any benefits it may have enjoyed.
- 12.2. Non-attributable shortcoming as provided in paragraph 1 includes: war, threat of war, terrorism, riots, fire, factory disturbance, strike, blockades, lockout, traffic disturbance, disturbance in the delivery of raw materials/semi-manufactured products, illness of personnel, failure of suppliers/subcontractors to meet their obligations or to do so on time.
- 12.3. A failure not attributable to Gradient Compounds shall be deemed to be permanent if the service in question cannot be performed within 60 days of the circumstances arising.
- 12.4. If the service can still be performed within 60 days, the contingency is not permanent and neither Gradient Compounds nor the Client can dissolve the agreement. Gradient Compounds' obligation to perform shall in that case be suspended, without Gradient Compounds being liable to the Client for any damages.

13. Industrial and intellectual property

- 13.1. All Gradient Compounds' Industrial and Intellectual Property Rights, including but not limited to copyrights, patents, trademarks, design rights, drawings, advertisements, as well as rights to a trade name and other industrial property rights and all documents and information provided by Gradient Compounds to the Client such as reports, advice, designs, sketches, drawings, software, test results, etc., are and remain the exclusive property of Gradient Compounds and may be used by the Client only in the context of the performance of a Framework and/or Service Agreement. The Client is not permitted to reproduce, publish, exploit or disclose such documents and information to third parties without the prior written permission of Gradient Compounds. The Client shall return all documents and information in its possession to Gradient Compounds after performance of the agreement and otherwise at Gradient Compounds' first request.

14. Applicable law and competent court

- 14.1. All agreements entered into with Gradient Compounds or the obligations arising from them are governed by Dutch law, to the exclusion of the Vienna Sales Convention of 1980 ("Convention on the International Sale of Goods 1980").
- 14.2. Unless otherwise prescribed by mandatory law, all disputes arising from or in connection with agreements with Gradient Compounds will be submitted to the competent Dutch court in Utrecht.