

## 1. Definitions

- 1.1. In these purchasing conditions, the following terms are used in the following meanings, unless expressly stated otherwise or the context indicates otherwise:
  - a. Daly Plastics: the user of these purchasing conditions: Daly Plastics B.V. located at Industrieweg 101a in Zutphen, registered with the Chamber of Commerce under Chamber of Commerce number 39055010;
  - b. supplier: the company from which Daly Plastics purchases goods;
  - c. goods: the goods, plastic waste, that the supplier wants to get rid of and that are purchased by Daly Plastics from the supplier;
  - d. agreement: the agreement between Daly Plastics and the supplier.

## 2. General

- 2.1. These purchasing conditions apply to all quotations, orders and agreements regarding the (possible) purchase of goods by Daly Plastics from the supplier.
- 2.2. The general terms and conditions or other (delivery) conditions of the supplier are expressly not applicable.
- 2.3. Terms or conditions deviating from these purchasing conditions only apply to the extent that they have been expressly accepted by Daly Plastics in writing or via e-mail.
- 2.4. If one or more provisions in these purchasing conditions are wholly or partially null and void or are annulled at any time, the remainder of these purchasing conditions will remain fully applicable. The void or voided provisions will be replaced by Daly Plastics, taking into account the purpose and intent of the original provision(s) as much as possible.
- 2.5. If Daly Plastics does not always require strict compliance with these purchasing conditions, this does not mean that the provisions thereof do not apply, or that Daly Plastics would to any extent lose the right to require strict compliance with the provisions of these purchasing conditions in other cases. .
- 2.6. In the event of an explanation of the content and scope of these purchasing conditions, the Dutch text always prevails.

## 3. Offer, conclusion of the agreement and prices

- 3.1. Daly Plastics' offer is based on the information that the supplier has provided to Daly Plastics. Daly Plastics may assume that the information provided by the supplier is correct. If the information is incorrect, this may lead to additional costs that will be charged to the supplier and/or settled.
- 3.2. Daly Plastics' offer is valid for the period as agreed.
- 3.3. The agreement is concluded after the supplier has accepted Daly Plastics' offer in writing or by e-mail within 2 days.
- 3.4. Daly Plastics is bound to the agreements that Daly Plastics makes with the supplier.
- 3.5. When entering into the agreement, the supplier is deemed to be fully aware of these purchasing conditions and any other applicable regulations and rules of Daly Plastics.
- 3.6. Obvious errors or mistakes in the offer, publications and/or e-mail messages from Daly Plastics do not bind Daly Plastics.
- 3.7. Purchase prices and/or rates stated are in euros or other agreed currencies and exclude VAT.
- 3.8. The weight on the Daly Plastics weighing slips determines the settlement with the supplier.
- 3.9. Purchase prices and/or rates do not automatically apply to future orders.
- 3.10. Daly Plastics has the right to adjust its purchasing prices and/or rates from time to time.

## 4. Execution of the agreement by Daly Plastics

- 4.1. Daly Plastics will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 4.2. In the execution of the agreement, Daly Plastics has the right, without notification to the supplier, to engage third parties, to purchase goods from third parties, to purchase services from third parties and to have the agreement carried out in whole or in part by third parties.

## 5. Obligations of the supplier

- 5.1. The supplier ensures that all data and items that Daly Plastics indicates are necessary or of which the supplier should reasonably understand that they are necessary for the execution of the agreement, are provided to Daly Plastics in a timely manner.
- 5.2. If the data provided by the supplier is incomplete and/or incorrect, this will occur entirely at the expense and risk of the supplier.
- 5.3. The supplier must ensure that Daly Plastics is undisturbed by the agreement can perform.
- 5.4. If the supplier can reasonably foresee that he will not be able to fulfill his obligations towards Daly Plastics in a timely manner, he is obliged to inform Daly Plastics of this immediately, stating the reasons. The supplier's communication does not absolve him

- 5.5. The supplier is obliged to inform Daly Plastics immediately about facts and information circumstances that may be important in connection with the execution of the agreement.
- 5.6. The supplier guarantees that Daly Plastics will never carry out any work due to its actions that are contrary to the law.
- 5.7. The supplier indemnifies Daly Plastics against all damage and claims from third parties in connection with this. the execution of the agreement, as a result of his actions and/or omissions.

## **6. Delivery time and delivery**

- 6.1. The delivery time stated in the order is a strict deadline.
- 6.2. If a delivery time has not been agreed upon with the order or in any other way, then a delivery time of 4 weeks from the moment the order is concluded agreement.
- 6.3. Before the supplier delivers the goods, he must first contact the Daly Plastics planner to request permission from the planner for the delivery. Goods may only be delivered after permission has been obtained.
- 6.4. If the supplier cannot deliver on time, the supplier must inform this immediately in writing or notify Daly Plastics by e-mail. The supplier must also state how long he expects the delay to last.
- 6.5. If delivery is not made on time, the supplier will be in default without further notice of default.
- 6.6. If the supplier delivers late, Daly Plastics has the right to charge a one-off interest of 0.2% of the agreed net purchase price for each working day that the delay continues, with a maximum of 5%. Daly Plastics reserves the right at all times to charge or offset the damage actually suffered as a result of the delay to the supplier.
- 6.7. Daly Plastics has the right to postpone delivery.
- 6.8. After consultation with Daly Plastics, delivery in parts is permitted.
- 6.9. If the supplier delivers the goods too early or too late, Daly Plastics has the right to refuse delivery. The supplier will be notified of such a refusal in writing or by e-mail.

## **7. Transportation**

- 7.1. The goods are delivered by Daly Plastics or by a third party engaged by Daly Plastics lot collected or delivered in Zutphen to the address specified by the supplier.
- 7.2. The supplier must ensure that the location where Daly Plastics or the third party engaged by Daly Plastics collects the goods is easily accessible to the means of transport of Daly Plastics or the relevant third party without violating the law.
- 7.3. The goods must be presented to Daly Plastics for transport by the supplier in such a way that they can be transported by Daly Plastics without danger and/or hindrance. The export bales must have at least 4 threads. The supplier must promptly comply with all instructions given by Daly Plastics regarding to comply with the presentation of the goods for transport. I.v.m. the EVOA regulations:
  - a. a one-off contract must be signed by the supplier and returned to Daly Plastics;
  - b. an Annex 7 must be provided by the supplier during transport. For the Netherlands, a waste flow number must be requested from Daly Plastics and a PMV must be provided.
- 7.4. If the goods are not presented correctly to Daly Plastics for transport and/or the location where the goods are presented is not properly accessible to Daly Plastics' means of transport without violating the law, then Daly Plastics has the right to return the goods. refuse and/or charge or settle additional costs to the supplier.

## **8. Ownership**

- 8.1. Retentions of title made by the supplier do not apply. Daly Plastics hereby expressly rejects such a reservation. The supplier hereby expressly accepts this rejection.
- 8.2. The supplier is responsible for the risks and dangers associated with the goods. 8.3. The collected goods will not be returned by Daly Plastics, unless obliged to do so by a court order.

## **9. Compliance**

- 9.1. The supplier guarantees that the goods delivered are as described in the order confirmation and as shown in the photos of the goods that the supplier has provided to Daly Plastics.
- 9.2. Daly Plastics only accepts goods that are free of foreign substances. The goods must be free of organic and mineral contamination and must not be old storage.
- 9.3. Changes in the condition of the goods that are normal according to objective standards, is possible.
- 9.4. If it becomes apparent upon collection, during transport, during storage or during processing of the goods and/or at any other time that the goods are not as agreed and/or contain foreign substances and/or cannot be processed by Daly Plastics, Daly Plastics will then inform the supplier as soon as possible by e-mail. Daly Plastics sends photos of the goods to the supplier via email, showing that the goods are not as agreed. The supplier is then offered the opportunity to collect the goods from Daly Plastics within 2 working days. If the supplier collects the goods on time, only the transport costs will be charged to the supplier. If the supplier does not collect the goods on time, the goods will be processed and the supplier will be charged € 120 per ton in processing costs.

- 9.5. The quantity of goods supplied by the supplier must correspond to the agreed quantity. If it appears that the quantity of goods delivered does not correspond to what the supplier and Daly Plastics agreed upon, Daly Plastics will contact the supplier and all additional costs incurred by Daly Plastics will be charged and/or settled to the supplier.

## **10. Invoicing and payment**

- 10.1. Daly Plastics only accepts invoices from the supplier:
- a. that are sufficiently specified; and
  - b. that meet all applicable (legal) requirements.
- 10.2. Daly Plastics will pay the invoice received from the supplier within 30 days after the invoice date, provided that the invoice has been approved by Daly Plastics. Rejection of the invoice will be communicated to the supplier by e-mail by Daly Plastics within 30 days of receipt of the invoice. Daly Plastics also states the reason for the rejection of the invoice.
- 10.3. Daly Plastics is entitled to suspend payments if and as long as the supplier fails to fulfill obligations under the agreement.
- 10.4. The suspension of payments referred to in the previous paragraph will only be lifted after the supplier has fulfilled its obligations under the agreement and the costs of the suspension and resumption of performance, as well as any damage suffered by Daly Plastics in connection therewith, have been fully paid. has complied with Daly Plastics.
- 10.5. Payment of the invoice does not release the supplier from any warranty and/or liability as arising from the law, the agreement and these purchasing conditions. Payment of an invoice by Daly Plastics does not imply a waiver of rights in any way.
- 10.6. Daly Plastics is entitled to offset claims against the supplier against the amount owed to the supplier supplier owes, regardless of whether the claims are due and payable.
- 10.7. The supplier is prohibited from transferring claims against Daly Plastics to a third party without the prior written permission of Daly Plastics.

## **11. Liability**

- 11.1. In this article, "Daly Plastics" also means "Daalder Group B.V." and "Caroda B.V".
- 11.2. The supplier is liable for all damage resulting directly or indirectly from failure to fulfill an obligation under the agreement, these purchasing conditions or any other contractual or non-contractual obligation towards Daly Plastics, in full, in time or properly. The supplier must compensate Daly Plastics for all damage that Daly Plastics suffers because the supplier has acted contrary to the law, regulations, ordinances and instructions given by Daly Plastics. Damage also includes: the damage that Daly Plastics is obliged to compensate its customers and/or third parties, lost turnover, damage due to delays, business disruption, missed savings, reputational damage, environmental damage and fines imposed.
- 11.3. The supplier is liable for the goods offered. The supplier will be Daly Indemnify plastics against claims from third parties, fines, other levies and damage, including environmental pollution, insofar as caused by the goods.
- 11.4. If Daly Plastics has relied on incorrect and/or incomplete information provided by the supplier, the supplier is liable for all damage that Daly Plastics suffers as a result.
- 11.5. Daly Plastics does not accept any damage limitation or damage exclusion supplier. Daly Plastics hereby expressly rejects any such limitation and/or exclusion. The supplier hereby expressly accepts this rejection.
- 11.6. All extrajudicial and judicial costs incurred by Daly Plastics as a result of the non-compliance by the supplier will be borne by the supplier.
- 11.7. If Daly Plastics is liable for any damage, Daly Plastics' liability is limited to the amount of the payment made by Daly Plastics' insurer.

## **12. Complete or partial dissolution**

- 12.1. In the cases stated in the law, as well as if the supplier does not, does not timely or does not properly comply with one or more obligations arising for him from the agreement, including the provisions of these purchasing conditions, or if it is subject to serious doubt is whether the supplier is able to fulfill its contractual obligations towards Daly Plastics, as well as in the event of bankruptcy, suspension of payments, complete or partial shut down, liquidation, transfer of the supplier's company, including the transfer or pledging of a important part of its claims and furthermore in the event that the supplier's products are seized in conservatory or executory confiscation, Daly Plastics has the right to terminate the agreement in whole or in part by means of a legal action.
- 12.2. In the event of dissolution, Daly Plastics will recover from the supplier all damages it has suffered as a result of the dissolution.

### **13. Limitation**

13.1. All rights of action and other powers of the supplier on whatever grounds against Daly Plastics will in any case lapse after 1 year from the moment a fact occurs that the supplier can exercise these rights and/or powers against Daly Plastics.

### **14. Force majeure**

14.1. Daly Plastics is not obliged to fulfill any obligation arising from the agreement if it is prevented from doing so as a result of force majeure. Force majeure is in any case understood to mean: weather influences; flooding; landslides; terrorism; obstacles by third parties, including those of governments; theft; labor strikes; riots, wars or dangers of war; disruption in the power supply; Internet malfunction; disruption in e-mail traffic; ex and import bans; fire; traffic accidents; traffic disruptions; measures of any domestic, foreign or international government.

14.2. Force majeure also includes a non-attributable shortcoming of a supplier Daly Plastics engaged third party.

14.3. If there is force majeure, Daly Plastics will not be obliged to compensate any damage as a direct or indirect consequence thereof and it will also be released from its obligation to execute the agreement for the time being. It will depend on the circumstances of the case whether this will be and will remain the case in whole or in part, or whether there will only be a suspension of execution. If an opportunity arises to still carry out, and/or change, both Daly Plastics and the supplier will be obliged to take advantage of this.

### **15. Confidentiality**

15.1. Both parties are obliged to maintain confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided. The parties will also impose this confidentiality obligation on their employees. Furthermore, the parties undertake to ensure that only those employees involved in the (possible) conclusion or implementation of the agreement will have access to the confidential information.

15.2. If, on the basis of a legal provision or a judicial decision, Daly Plastics is obliged to provide confidential information to third parties designated by the law or the competent court, and Daly Plastics cannot rely on a legal or competent court recognized in this regard. or permitted right of refusal, then Daly Plastics is not obliged to pay compensation or indemnification and the supplier is not entitled to terminate the agreement on the basis of any damage caused as a result.

### **16. Intellectual Property Rights**

16.1. The supplier must respect the intellectual property rights of Daly Plastics at all times.

### **17. Changing the purchasing conditions**

17.1. Daly Plastics reserves the right to change the purchasing conditions and to declare the changed purchasing conditions applicable to existing agreements. However, it will have to announce the changes in a timely manner in writing or by e-mail and the changes will come into effect at least 30 days after the announcement.

### **18. Competent court and applicable law**

18.1. The court in the district where Daly Plastics is located has exclusive jurisdiction to take note of disputes.

18.2. All legal relationships to which Daly Plastics is a party are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is established there. The applicability of the Vienna Sales Convention is excluded.