

General Terms of Sale and Delivery of Pretty Plastic B.V.

Clause 1. Definitions

The following terms shall have the meanings herein assigned to them:

- a. *Pretty Plastic*: the private limited liability company Pretty Plastic B.V., with registered seat and offices in (1034KE) Amsterdam at the address Koopvaardersplantsoen 75, listed in the trade register of the Dutch Chamber of Commerce under number 80071295.
- b. *General Terms*: the present General Terms of Sale and Delivery of Pretty Plastic.
- c. *Buyer*: the person or entity entering into an Agreement with Pretty Plastic.
- d. *Parties*: Pretty Plastic and Buyer together;
- e. *Offer*: all quotations, proposals and other offers made by Pretty Plastic to the Buyer;
- f. *Agreement*: the agreement between Pretty Plastic and the Buyer for purchase of the Goods.
- g. *Goods*: the goods such as, cladding materials from upcycled plastic supplied and/or delivered for or by Pretty Plastic to the Buyer;
- h. *Calendar Days*: all days of a year including weekends, national holidays, religious holidays or other non-working days.

Clause 2. Applicability

These General Terms shall apply to all Offers, Agreements and contracts of Pretty Plastic.

These General Terms shall apply with the express rejection of Buyer's and/or any other third party's general terms.

Invalidation or unenforceability of any of the provisions of the Agreement and/or the General Terms, shall not impair the validity of the remaining provisions.

Pretty Plastic may change the terms of the General Terms without Buyer's consent. Pretty Plastic shall notify Buyer of the change in writing, at least thirty (30) Calendar Days in advance of the change taking effect. If Buyer is materially disadvantaged and objects to such change, the Buyer may terminate the relevant Agreement. This right to terminate ends thirty (30) Calendar Days after the date that the change became effective. Pretty Plastic shall not be liable to Buyer for any claims by Buyer as a consequence of such changes.

Clause 3. Offer and conclusion of the Agreement

Offers are given based on information and specifications provided by the Buyer, and are based on delivery within normal terms and under normal circumstances. The Buyer cannot derive any rights from any errors in an Offer.

All Offers made shall not bind Pretty Plastic, unless they specify a time limit. If an Offer is accepted by Buyer, the Agreement is concluded, provided that Pretty Plastic may revoke the Offer within five (5) Calendar Days of receipt of the acceptance.

If Buyer places a purchase order, which is binding for Buyer, the Agreement will be concluded at the moment of acceptance of the order by Pretty Plastic. Execution of the order by Pretty Plastic shall be deemed its acceptance of the order

Offers are once-only and will not apply to repeat orders.

Agreements concluded with Pretty Plastic are conditional in the event of shortages and/or other circumstances beyond Pretty Plastic's control that make delivery impossible.

If the Buyer provides Pretty Plastic with information, Pretty Plastic may assume that it is accurate and complete when implementing the Agreement.

Clause 4. Delivery

Unless otherwise confirmed by Pretty Plastic in writing, delivery shall be made FCA (Incoterms 2020).

All dates quoted for delivery of the Goods shall be approximate only. Pretty Plastic shall not be liable for any losses or damages suffered by the Buyer due to any delay in delivery or non-delivery of the Goods howsoever caused.

If the Buyer fails to take timely delivery of the Goods – or if, where the Buyer is to give delivery instructions, the Buyer fails to give such instructions – Pretty Plastic shall at its discretion either extend the time of delivery or shipment of the Goods, storing the Goods at the Buyer's risk and cost until actual delivery.

Partial shipment or partial delivery and/or transshipment shall be permitted. Each partial shipment or delivery shall be regarded as fulfilment of a separate and independent Agreement.

Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery as defined in clause 4.1 or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when Pretty Plastic has tendered delivery of the Goods.

The Buyer undertakes to abide strictly by the instructions of Pretty Plastic in respect of the customs handling of the Goods and to provide to Pretty Plastic, as and when requested by Pretty Plastic all relevant documents, including but not limited to export/import documents from EU member states and/or third country required for the entitlement to export refunds or other subsidies. The Buyer shall be liable for and shall hold Pretty Plastic and its affiliates harmless from and against all costs and losses suffered or incurred by Pretty Plastic and its affiliates as a result of the Buyer's breach of this undertaking.

Clause 5. Examination and Notice

Immediately upon receipt of the Goods the Buyer shall carry out a thorough examination of the Goods in order to ascertain whether the Goods are complete and in conformity with the Agreement.

Any visible defects or shortcomings must be reported to Pretty Plastic in writing, specifying the nature of the non-conformity, immediately but at the latest within twenty-four (24) hours of receipt of the Goods, or in case of non-visible defects at latest within ten (10) days after receipt of the Goods.

Minor deviations in the deliveries effected by Pretty Plastic in terms of quantities, weight, color and composition specified, for example, shall never be deemed to be a failure or default.

If the Goods are non-conform due to circumstances for which Pretty Plastic is liable, the Buyer may – subject to the time limits contained in clause 5.2 and the provision of evidence of the non-conformity – reject such Goods whereafter Pretty Plastic at its discretion may either issue a credit note in respect of such non-conforming Goods, make a deduction in the price of the Goods corresponding to the reduced value of the Goods, or replace the non-conform Goods. No further remedy is available to the Buyer in the event of nonconformity of the Goods, howsoever caused.

Non-conforming Goods rejected by the Buyer are the property of Pretty Plastic and shall, at Pretty Plastics request, be made available to Pretty Plastic.

Goods sent by Pretty Plastic to the Buyer can only be returned to Pretty Plastic after written consent from Pretty Plastic and under conditions to be determined by Pretty Plastic. The costs and the risks of the return of the Goods are at the Buyer's expense unless the costs pertain to a return with regard to which the Buyer has established that the Goods are non-conform for which Pretty Plastic is liable.

Clause 6. Prices and payment

Without prejudice to Pretty Plastic's right to require payment in advance, payment shall be made within fourteen (14) days after the date of invoice.

The currency of the price and all payments is in EURO.

Unless otherwise agreed, the price does not include value added tax (VAT), import duties, other taxes and charges, costs of quality inspection and/or testing, banking or transferring costs, costs of loading and unloading, packaging, transport, insurance and any other costs.

If the prices of raw materials or wages, import duties, taxes or other external costs increase after the conclusion of the Agreement (whether or not due to currency fluctuations), Pretty Plastic is entitled to adjust the purchase price to that increase.

Whatever the means of payment used, payment shall not be deemed to have been effected before Pretty Plastic's account has been fully and irrevocably credited. The administration of Pretty Plastics is always decisive.

In the event Buyer delays a period of transferring any payment, Pretty Plastic is entitled to prolong the delivery time of Goods corresponding to at least the period of delayed payments.

If Pretty Plastic has not received (full) payment at the end of the payment period, the Buyer will be in default and will owe interest equal to the statutory interest rate that applies to business transactions. Pretty Plastic shall automatically and immediately, without written notice, be entitled to charge a fixed collecting fee 15% of the outstanding payment with a minimum of EUR 500. Pretty Plastic is entitled to suspend performance of the Agreement or suspend the delivery of Goods of a separate agreement until it receives all due payments.

All payments shall be made free of any deductions, settlements and/or charges to the account of Pretty Plastic.

Clause 7. Retention of Title

Title to the delivered Goods only passes to the Buyer once Pretty Plastic has received all payments which have been invoiced to Buyer in connection with the delivery of the Goods as specified in clause 6.

Until Pretty Plastic has received all payments which have been invoiced to Buyer, Buyer shall not mortgage, transfer, hire, pledge or however this may be described, loan or dispose of the Goods, either in an

original or processed state, except within the normal conduct of its business.

Retention of title shall not affect the passing of liability, responsibility, costs and risks under clause 4.

In the event of late payment, Pretty Plastic shall be entitled to repossess or arrange for the return of any Goods delivered without further notice of default and without legal intervention. The Buyer authorizes Pretty Plastic in advance to access all sites in and around the Buyer's business to this end.

Clause 8. Liability

Only direct loss attributable to Pretty Plastic will qualify for compensation.

Pretty Plastic shall never be liable for any operating loss, loss of orders, loss of income, loss of profits, loss of time, loss of public subsidies, loss of goodwill or for any special, indirect or consequential losses or damages whatsoever, howsoever caused.

Pretty Plastic will not be liable for damage caused:

- a. by incompetent use of the Goods delivered or use for a purpose other than that for which they are suitable by objective standards;
- b. because Pretty Plastic used incorrect or incomplete information provided by or on behalf of the Buyer.
- c. by third parties engaged in a performance of the Agreement at the Buyer's request or with the Buyer's consent;
- d. by materials or services provided by third parties at the Buyer's request or with the Buyer's consent.

Pretty Plastic is not liable for the suitability of the Goods for intended purpose and the Buyer undertakes the risk and liability that the Goods are suitable for the purpose for which they are marketed and/or used. Pretty Plastic shall at all times without incurring liability be entitled to modify or amend the specifications, production processes, packaging and/or labelling of the Goods without notice to the Buyer.

The Goods shall comply with the national legal requirements applicable in The Netherlands and/or the European Union. Pretty Plastic shall not

be held liable for any non-compliance of the Goods with the requirements of statutes, administrative rules and/or regulations applicable in a non-EU country of delivery and undertakes no risk or liability in respect hereof.

Pretty Plastics cumulative overall liability in connection with the Goods, regardless of the kind of liabilities and/or non-performances, under the Agreement shall not exceed the maximum overall amount that Pretty Plastics liability insurer will pay out in the particular case. If and insofar any claim will not be honored and paid by Pretty Plastics insurer, its liability shall be limited to the overall maximum amount of 100% of the price paid to Pretty Plastics under the Agreement. Buyer shall indemnify defend and hold harmless Pretty Plastic for such claims in excess of this percentage/amount.

The Buyer indemnifies Pretty Plastic against any and all claims from third parties that incur losses in connection with the performance of the Agreement and for the cause of which the Buyer is to blame.

The Buyer shall submit any claims under this clause and/or clause 9 below to Pretty Plastic within one (1) year of occurrence of the alleged breach of Pretty Plastics obligations or defect of the Goods, in the absence of which any right to claim compensation lapses.

Clause 9. Force Majeure

Pretty Plastic shall not be liable for a failure to perform any of Pretty Plastics obligations or deemed in breach thereof, if Pretty Plastic shows that the failure was due to an impediment beyond the control of Pretty Plastic. The occurrence of such an event, which is understood as an event of force majeure, relieves Pretty Plastic from damages, penalties and other contractual sanctions.

An event of force majeure shall include in particular, but shall not be limited to strikes, lockouts, labour disputes, interruptions of operations, explosion, fire, pandemic, lockdowns, natural disasters, governmental measures and restrictions imposed by national or foreign authorities, confiscation, embargoes, currency restrictions, lack of transport,

veterinary diseases, malicious tampering, acts of terror, environmental measures and defective or delayed supplies from sub-contractors. In the event of force majeure, Pretty Plastic is entitled to postpone the time for performance of the Agreement for such period as may be reasonable. The Buyer is then obligated to pay for any products already delivered.

If during the force majeure (partial) deliveries of the Goods can still be made, the parties will act in good faith, uses its best efforts to overcome the force majeure and continues to perform its obligations to the extent practicable.

Pretty Plastic shall be entitled to terminate (“ontbinden”) the Agreement by notice in writing to the Buyer without judicial intervention if performance of Agreement is suspended due to force majeure for more than six (6) months. In such event, Buyer is not entitled to compensation of damages or repayment of any kind whatsoever, nor shall it have the legal right to claim performance of the Agreement

Clause 10. Termination

Without prejudice to any other right or remedy available to Pretty Plastic, Pretty Plastic is entitled to terminate (“ontbinden”) the Agreement with immediate effect by notice in writing, without judicial intervention, in the following events:

- a. if the Buyer is in default or Pretty Plastic has good reason to believe that the Buyer will not perform its obligations in full and/or in time;
- b if a receiver, trustee, conservator or liquidator of the Buyer of all or a substantial part of its assets is appointed;
- c. if the Buyer is declared bankrupt or granted suspension of payments, or if an application to that end is filed; or
- d. if the Buyer’s business is liquidated or discontinued.

In the event of termination of the Agreement by Pretty Plastic, all amounts receivable from the Buyer become immediately due and payable. Pretty Plastic will not be required to pay any damages.

Clause 11. Intellectual property rights

The Buyer expressly acknowledges that all intellectual property rights or other proprietary rights in respect to the Goods, materials and information made available to the Buyer by Pretty Plastic, including samples, packaging, labels and designs, the composition and/or specifications of samples, products and semi-finished products, as well as technical and commercial know-how, models, designs and patterns, shall remain the sole and exclusive property of pretty Plastic and the Buyer acquires no rights, title or license therein or thereto.

If the Buyer challenges, harms or prejudices the validity or enforceability of such proprietary rights, Pretty Plastic shall without liability be entitled to immediately terminate any cooperation between the parties with immediate effect and to terminate (“ontbinden”) any Agreement.

Clause 12. Transfer of rights; third parties

The Buyer shall not transfer its rights and/or obligations ensuing from the Agreement with Pretty Plastic to third parties or have them serve as security regarding claims by third parties, without the prior written consent from Pretty Plastic.

Pretty Plastic is authorized to engage third parties in the performance of the Agreement on behalf of and at the expense of the Buyer, if there is cause to do so in Pretty Plastics opinion or if such ensues from the Agreement.

Clause 13. Miscellaneous

If any provision contained in these General Terms should be held to be void or unenforceable, the validity of the other provisions shall not be affected thereby.

No waiver by Pretty Plastic of any breach by the Buyer, or failure by Pretty Plastic to insist on the Buyer’s performance of obligations shall be

considered a waiver of any subsequent breach of the same or any other provision.

The Buyer shall hold in confidence and not disclose to any third party any confidential information disclosed by Pretty Plastic. The Buyer shall not use such information for the Buyer's own benefit or the benefit of any third party.

Nothing in the relationship between Pretty Plastic and the Buyer shall create an agency, partnership or joint venture between the parties and in specific the Buyer shall not be entitled to make any representation or warranty on behalf of Pretty Plastic.

In the event of conflict between a translation of the Agreement and/or the General Terms, the English text shall prevail.

Clause 14. Governing Law and Jurisdiction

Any disputes arising out of or in connection with any Agreement or Offer, quotation or order confirmation issued by Pretty Plastic or in connection with the delivery of the Goods to the Buyer, including but not limited to disputes relating to the construction of these General Terms, shall be settled in accordance with Dutch law.

The United Nations Convention on Contracts for the International Sales of Good shall apply.

Any dispute shall be settled before the courts of law in the Netherlands. Notwithstanding the above, Pretty Plastic shall at all times at its discretion be entitled to initiate legal proceedings against the Buyer in the country in which the registered office of the Buyer is located.