

HEMCELL RESINS B.V. TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT.

1. Definitions and applicability. HemCell Resins B.V. (hereinafter referred to as "HCR") is registered with the Dutch Chamber of Commerce under registration number 8443 1016.

In these terms and conditions "counterparty" means the party to the quotation or other agreement with HCR. In these terms and conditions "delivery" means the actual transfer of goods or services. The term "EXW-Ex Works" has the meaning set out in the Incoterms.

These terms and conditions apply to every quotation and every agreement between HCR and a counterparty to which HCR has stated these terms and conditions applicable.

2. Quotations and orders. Quotations are valid for 30 days unless stated otherwise. Agreements pursuant to a quotation issued by HCR shall be formed only as of the moment that HCR has confirmed in writing a counterparty's order for delivery or, failing that, by the act of delivery and/or by issuance of an invoice. All stated prices are exclusive of BTW (Dutch VAT) unless stated otherwise. Each new quotation renders the previous one inoperative.

3. Delivery. If and to the extent the parties do not agree otherwise in writing, delivery shall be made to the counterparty 'EXW'. The counterparty is obliged to take delivery of the goods purchased at the moment these are delivered to it or, as the case may be, at the moment these are made available to it. If the counterparty refuses delivery or is negligent in the provision of information or instructions necessary for the delivery, the goods will be stored at the counterparty's risk and expense. In such a case the counterparty shall pay HCR all additional costs which shall in any case include a storage fee of 8% per month of the invoiced amount or the actual costs (of storage), whichever is greater.

The counterparty shall be in default after a term of four weeks following the agreed moment of delivery and HCR is then entitled to dissolve the agreement and sell the goods under the agreement to third parties. The costs associated with this and any reduced amount of proceeds for the goods shall be at the counterparty's risk and expense.

4. Delivery period. An agreed delivery date is not a strict deadline unless expressly agreed otherwise. If delivery is not made on time, the counterparty must serve HCR with a written notice of default and set HCR a reasonable term within which it can still meet its obligations. If HCR has not met its obligations within 14 days thereafter, it shall be liable to pay the counterparty a penalty of 5% per day of the invoiced amount excluding shipping and other additional costs, with a maximum of 100% of the invoiced amount excluding shipping and other additional costs.

The delivery period shall commence only once the counterparty has furnished HCR with all details and information it shall require, or which the counterparty should reasonably understand are necessary, for the execution of the agreement. Should any changes to the order to HCR result in additional time being needed to execute the agreement, the delivery period shall be extended by the amount of that additional time required.

5. Partial deliveries. HCR is permitted to deliver purchased goods in lots. If such goods are delivered in lots, HCR is authorized to invoice each such lot separately.

6. Samples, models and examples. If HCR displays or provides a model, sample or example this shall be presumed to be an indicative representation only: the properties of the goods to be delivered can differ from those of the sample, model or example unless expressly agreed in writing that such goods shall be delivered in conformity with the sample, model or example displayed or provided.

7. Defects, time limit for complaints. The counterparty must examine or have the goods purchased examined at delivery. In doing so, the counterparty must in any case determine:

- whether the correct goods have been delivered;
- whether the delivered goods match in terms of quantity with what was agreed;
- whether the delivered goods match the agreed quality requirements or – if these do not exist – the requirements that should apply to their normal use and/or commercial purposes;

HCR maintains the tolerances that HCR deems customary for quantities and such technical details as sizes, weights, colour (accuracy) and the like. Should any visible defects or shortfall be found, the counterparty must report these in writing to HCR.

Any right of the counterparty towards HCR shall expire if these are not reported within eight days of delivery. Should any hidden defects be found, the counterparty must report these in writing to HCR. Any right of the counterparty towards HCR in respect of hidden defects shall expire if these are not reported in writing to HCR within eight days of delivery.

If the defect(s) or shortfall are inadmissible, the counterparty is entitled solely to the remedy of the repair of the goods or the completion of the shortfall. HCR then can choose to replace the goods, or, as the case may be, to dissolve the agreement in whole or in part so that all or part of the delivered goods can be returned for whole or partial refund of their purchase price. The counterparty is entitled to replacement only if the goods cannot be repaired. All replaced goods become the property of HCR.

8. Warranty and exoneration. Goods are delivered as is, in conformity with the quotation. HCR is not liable for costs, damage, including consequential damage, and interest that are the direct or indirect consequence of design, material, manufacture and other errors in the goods it delivers if the counterparty has not met the obligations set out in Art. 7. If goods show design, material, manufacture and other errors or shortfall that fall outside the usual and customary tolerances within the meaning of Art. 7 and HCR's liability for these errors or shortfall is not excluded, the counterparty's sole right of remedy for the repair of the goods or completion of the shortfall is governed by the terms and conditions set out in Art. 7.

If the counterparty desires the repair or replacement of errors or shortfalls, the counterparty must make the property to be repaired or replaced freely available to HCR, without prejudice to HCR's right to invoke the provisions set out in this Art. 8.

HCR is not liable for consequential losses, such as losses in the form of lost profits and other indirect damage. Any liability of HCR is limited to the amount paid out under HCR's liability insurance in such a case. If HCR's liability insurance does not give any right to payment, HCR's liability shall be limited to the invoiced amount agreed for the sale and/or delivery.

Any right of action of the counterparty towards HCR shall expire one year after the goods were delivered or made available to the counterparty under the agreement unless the counterparty has commenced legal proceedings against HCR within this term.

Counterparty shall indemnify and hold harmless HCR against any claims arising from or related to the improper handling or manufacturing by the counterparty or any third party of the goods delivered by HCR and includes also any alterations made and/or additives added by the counterparty and/or third parties without HCR's advance written permission.

9. Payment. Unless otherwise agreed in writing the counterparty must make 50% payment of the invoiced amount immediately upon the date of invoice and the other 50% payment within fourteen days after the date of the invoice by transferring the amount into the bank account as stated on the invoice.

If payment has not been made in full after the expiry of the applicable term for payment the counterparty shall be in default without formal notice of default being required. As from the moment it is in default, the counterparty shall owe the statutory rate of interest agreed by the parties on the outstanding amount plus an additional 2%.

In case of (a decision for) the counterparty's liquidation, bankruptcy, or moratorium, or when the statutory debt management scheme for natural persons is ordered against the counterparty, all of HCR's claims against the counterparty shall become immediately due and payable.

Payment by the counterparty must be made without the counterparty having any authority to apply any discount to the payment, to suspend payment, or to set off the payment against any claim against HCR.

Payments made by the counterparty shall be applied first against all interest owed, any remaining balance then against costs, and finally any balance against whichever invoice has been open the longest even if the counterparty specifies its application to some later invoice.

10. Collection costs. Should the counterparty be in default of fulfilling one or more of its obligations the counterparty shall pay all reasonable out of court expenses for collection.

The counterparty shall owe HCR all actual legal costs incurred by HCR in all instances to the extent that judgment is issued against the counterparty in legal proceedings by HCR related to an agreement to which these general terms and conditions apply.

11. Retention of title. HCR retains title to all deliveries to the counterparty under any agreement until such time as HCR has received full consideration for such delivery. The goods shall remain HCR's property until the counterparty has also satisfied HCR's claims in full. The retention

of title shall also apply to any claims that HCR acquires against the counterparty for non-performance by the counterparty of such agreement(s).

Goods delivered by HCR that fall under the retention of title may be resold only within the framework of normal business operations.

Any delivered goods that have become the property of the counterparty by reason of its payment and which remain in the hands of the counterparty, remain subject to HCR's rights of pledge within the meaning of Article 237, Book 3 of the Civil Code of the Netherlands as additional security for any claims which HCR might have upon the counterparty for any reason whatsoever. The rights within this paragraph apply also to any goods delivered by HCR and to which HCR has lost its retention of title by reason of the counterparty's treatment or processing of the goods.

If the counterparty does not fulfil its obligations or if there is reasonable fear that it will not do so, HCR is entitled to remove or cause to be removed the delivered goods subject to retention of title from the counterparty or third parties holding them for the counterparty. The counterparty is obliged to provide all assistance in this on penalty of an immediately payable fine of 10% for each day of the amount it owes.

If third parties wish to enforce or have enforced any right under the retention of title on delivered goods, the counterparty is obliged to so notify HCR immediately.

The counterparty undertakes:

-to insure and maintain insurance on the goods delivered under retention of title against damage and loss;

-to make the policy available for HCR's inspection upon request;

-to pledge to HCR at HCR's request any claims on the insurers with respect to goods delivered under retention of title;

-to pledge to HCR at HCR's request any claims that the counterparty obtains upon its customers upon the resale of the goods delivered by HCR under retention of title;

-to mark the goods delivered under retention of title as HCR's property;

-to otherwise provide its assistance in all reasonable measures that HCR wishes to take for the protection of its property rights to the goods, which the counterparty will not unreasonably impede in the normal exercise of its business.

12. Intellectual and other property rights. Unless otherwise agreed in writing, all drawings, dies, models, templates, moulds, instruments or similar technical examples are and shall remain the property of HCR even if any costs for these have been charged to the counterparty. The counterparty may not make any of these available to third parties, disclose these to third parties, copy or use these, or make any announcement about these without HCR's prior written permission and must be returned to HCR's possession immediately upon request.

The counterparty warrants towards HCR that there shall be no infringement of third-party industrial or intellectual property rights in the execution of the agreement. The counterparty indemnifies HCR against any third-party claims for infringement of industrial or intellectual property rights.

Other than the statutory obligations to which they are subject, both parties are bound to keep confidential all confidential information they have acquired in the course of the agreement from each other or from some other source. Information shall be confidential if the information-provider so deems it or if its confidentiality arises from the nature of the information.

13. Packaging materials. HCR shall use packaging materials as necessary. If these packaging materials are returnable packaging materials, then counterparty is obliged to return the packaging materials within fourteen days empty and in an undamaged condition, unless agreed otherwise. If the counterparty fails to meet this obligation all costs arising from this shall be at its expense. Such costs include the costs arising from late return and costs of replacement, repair, and/or cleaning.

If the counterparty does not return any returnable packaging materials after a demand to do so HCR is entitled to replace these and to charge the costs to do so to the counterparty.

14. Home compostable goods. Counterparty shall strictly adhere to HCR's handling and manufacturing instructions of the goods. Improper handling or manufacturing may harm or alter the material characteristics of the goods. Counterparty shall not mix, blend or compound any home compostable goods with non-home compostable goods at any stage of its manufacturing and handling process without HCR's prior written permission.

15. Termination of the agreement. Any claim of HCR upon the counterparty is immediately due and payable without need of any formal notice of default if:

- circumstances become known to HCR after conclusion of the agreement that give reasonable grounds to fear that the counterparty will not meet its obligations;

- the counterparty is in default in some other way and fails to meet its obligations.

In such cases HCR is entitled to suspend further execution of the agreement and/or move to dissolve the agreement, all without prejudice to HCR's right to claim compensation.

If circumstances arise which are of such a nature as to make execution of the agreement impossible or so inconvenient and/or disproportionate that fulfilment of the agreement can no longer reasonably be expected, HCR may dissolve the agreement without being bound to make any compensation.

16. Force majeure. In these terms and conditions, 'force majeure' means those circumstances that prevent the fulfilment of the obligations under this agreement and which cannot be attributed to HCR.

These shall include without limitation (if and to the extent these situations make fulfilment impossible or inconvenient):

-interruption of business operations unforeseeable by HCR of suppliers or other third parties on which HCR depends and general transport problems;

-(government) measures such as, but not limited to, import or export restrictions that prevent HCR from meeting its commitments on time and/or properly.

HCR is also entitled to invoke force majeure if the conditions that impede (further) fulfilment arise after HCR should have met its commitment.

HCR's delivery and other obligations shall be suspended during a state of force majeure. If the state of force majeure period lasts longer than fourteen days, both parties shall be authorised to dissolve the agreement without any obligation for compensation in that case.

If a state of force majeure arises and HCR has already fulfilled or can fulfill only part of its obligations, HCR is entitled to invoice the portion already delivered and/or ready for delivery and counterparty is bound to pay this invoice.

17. Dispute resolutions and applicable law. Disputes between HCR and the counterparty will be resolved in first instance exclusively by the competent judge of the Court of Zeeland-West Brabant, Middelburg. Each agreement between HCR and the counterparty is governed exclusively by the laws of the Netherlands.

18. Amendments to these terms and conditions. HCR can amend these terms and conditions. The revised terms and conditions shall apply to all quotations and agreements between HCR and the counterparty that are made or concluded after the day on which HCR has sent the amended terms and conditions to the counterparty.