POLYMOUNT
INTERNATIONAL BV

General Terms and Conditions of Polymount International B.V.

The private limited company Polymount International B.V. (hereinafter referred to as "Polymount") is registered with the Dutch Chamber of Commerce under number 82042977 and has its registered office at Tabaksplanter 7, 3861 SH Nijkerk, the Netherlands.

Article 1 - Definitions

1. In these General Terms and Conditions, the following terms shall have the meanings set forth below, unless expressly stated otherwise:
2. **Offer**: Any written offer made by the Seller to the Buyer for the supply of Products, to which these terms and conditions are inextricably linked.
3. **Buyer**: The natural person or legal entity acting in the course of a profession or business who enters into an Agreement (including a distance agreement) with the Seller for the sale and delivery of sleeves, plate cleaners, film cleaners, as well as the installation of such machines at the Buyer's premises. In addition, the Buyer may engage Polymount to clean the Buyer's materials containing ink (misprints) and startup prints.
4. **Agreement**: The (purchase) agreement (including a distance agreement) relating to the sale and delivery of Products purchased by the Buyer from Polymount and/or the provision of training by Polymount regarding the use of the Product and/or the performance of Services.
5. **Products**: The products offered by Polymount include sleeves, plate cleaners, film cleaners, sticky plates, sticky sheets, and related accessories. Polymount also sells consumables for sleeves and plate cleaners.
6. **Polymount**: The supplier and seller of Products to the Buyer, as well as the provider of Services to the Buyer.
7. **Services**: The services offered by Polymount include all activities performed outside an employment relationship, aimed at creating and delivering a tangible work (including the installation and/or assembly of Products), carrying out maintenance services for a fee payable by the Buyer, and cleaning the Buyer's materials containing ink (misprints) and startup prints.

Article 2 - Applicability

1. These General Terms and Conditions apply to every Offer made by Polymount and every Agreement concluded between Polymount and a Buyer, as well as to every Product offered by Polymount.
2. Prior to the conclusion of a (distance) Agreement, the Buyer shall be provided with these General Terms and Conditions. If this is not reasonably possible, Polymount shall inform the Buyer of the manner in which the General Terms and Conditions can be consulted. In any event, the General Terms and Conditions shall be published on Polymount's website, enabling the Buyer to easily store them on a durable data carrier.
3. In exceptional circumstances, deviations from these General Terms and Conditions may be made, provided that such deviations have been explicitly agreed upon in writing with Polymount.
4. These General Terms and Conditions shall also apply to any supplementary, amended, and subsequent agreements with the Buyer. Any general terms and conditions and/or purchasing conditions used by the Buyer are expressly rejected.
5. If one or more provisions of these General Terms and Conditions are wholly or partially null and void or are annulled, the remaining provisions shall remain in full force and effect. The invalid or annulled provision(s) shall be replaced by a provision that reflects the purpose and intent of the original provision as closely as possible.
6. Any ambiguities regarding the content, interpretation, or situations not provided for in these General Terms and Conditions shall be assessed and interpreted in accordance with the spirit and purpose of these General Terms and Conditions.
7. References in these General Terms and Conditions to "she/her" shall also be understood to include "he/him/his" and vice versa, where applicable.

Article 3 – The offer

1. All offers made by Polymount are non-binding unless explicitly stated otherwise in writing. If an Offer is valid only for a limited period or subject to specific conditions, this shall be expressly stated in the Offer. An Offer shall only be deemed to exist once it has been set out in writing.
2. Any Offer made by Polymount is without obligation. Polymount shall only be bound by the Offer if its acceptance by the Buyer is confirmed in writing within 30 days, or if the Buyer has already paid the amount due. Nevertheless, Polymount reserves the right to refuse to enter into an Agreement with a prospective Buyer for reasons deemed justified by Polymount.
3. The Offer contains an accurate description of the Product and/or Services offered, including the applicable prices. The description is sufficiently detailed to enable the Buyer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer shall not be binding on Polymount. Any images and/or specific information (including, but not limited to, displayed and/or provided models, samples of documents, and specifications relating to colours, capacities, functionalities, dimensions, and other descriptions contained in sketches, drawings, brochures, or promotional materials) are provided for indicative purposes only and shall not entitle the Buyer to compensation or termination of the Agreement. Minor deviations that are customary within the industry are permissible and shall not constitute grounds for termination of the Agreement. Polymount cannot guarantee that the colours shown in images will correspond exactly to the actual colours of the Product.
4. Delivery times and deadlines stated in Polymount's Offer are indicative only and shall not entitle the Buyer to terminate the Agreement or claim compensation in the event of an exceedance, unless expressly agreed otherwise.
5. A composite quotation shall not oblige Polymount to supply part of the goods or services included in the Offer at a corresponding portion of the quoted price.
6. Any offer or promotion shall not automatically apply to repeat or follow-up orders. Offers are valid only while stocks last and are subject to availability on a first-come, first-served basis.
7. If the Offer is based on information provided by the Buyer and such information proves to be incomplete or incorrect, or is subsequently amended, Polymount shall have the right to adjust the rates, delivery periods, and/or prices stated in the Offer. The Buyer shall be obliged to accept the amended circumstances and comply with the applicable payment obligations.

Article 4 – Formation of the Agreement

1. The Agreement is concluded at the moment the Buyer accepts an Offer made by Polymount by paying for the relevant Product and/or by accepting an offer from Polymount.
2. An Offer may be made by Polymount through a quotation process.
3. If the Buyer has accepted the Offer by entering into an Agreement with Polymount, Polymount shall confirm the Agreement to the Buyer in writing or, at least, by e-mail.
4. If the acceptance deviates from the Offer (on minor points), Polymount shall not be bound by such deviations.
5. Polymount shall not be bound by an Offer if the Buyer could reasonably have expected, understood, or should have understood that the Offer contained an obvious mistake or clerical error. The Buyer may derive no rights from such a mistake or clerical error.
6. The right of withdrawal (cooling-off period) is excluded for the Buyer.
7. The Buyer is not entitled to terminate the installation in part. If performance of the Agreement has already commenced and the Buyer terminates the Agreement, the Buyer shall remain liable for payment of the full contract price applicable to the entire work.
8. If a scheduled appointment is cancelled by the Buyer, Polymount shall be entitled to charge the Buyer for the time reserved on the basis of the agreed hourly rate, as well as for any costs already incurred in connection with the performance of the Agreement.
9. The Buyer shall be liable towards third parties for the consequences of the cancellation and shall indemnify Polymount against any claims made by such third parties arising therefrom.

Article 5 - Performance of the Agreement

1. Polymount shall perform the Agreement to the best of its knowledge and ability.
2. If and insofar as proper performance of the Agreement so requires, Polymount shall be entitled, at its discretion, to have certain activities performed by third parties.
3. The Buyer shall ensure that all information which Polymount indicates is necessary, or which the Buyer should reasonably understand to be necessary for the performance of the Agreement, is provided to Polymount in a timely manner. If the information required for the performance of the Agreement is not provided to Polymount in a timely manner, Polymount shall be entitled to suspend performance of the Agreement.
4. In performing the Agreement, Polymount shall not be obliged or required to follow the Buyer's instructions if doing so would alter the content or scope of the Agreement. If such instructions result in additional work for Polymount, the Buyer shall reimburse the corresponding additional or incidental costs.

5. Before commencing performance of the Agreement, Polymount may require the Buyer to provide security or make payment in full in advance.
6. Polymount shall not be liable for damage of any kind arising because Polymount relied on incorrect and/or incomplete information provided by the Buyer, unless Polymount was aware of such incorrectness or incompleteness.
7. The Buyer shall indemnify Polymount against any third-party claims for damage suffered in connection with the performance of the Agreement and attributable to the Buyer.

Article 6 - Delivery of Products

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has failed to provide all requested information, or has failed to do so in a timely manner, has provided insufficient cooperation, Polymount has not received the advance payment or other payment on time, or a delay arises due to other circumstances beyond Polymount's control, Polymount shall be entitled to a reasonable extension of the delivery period. None of the agreed delivery periods shall constitute a strict deadline. The Buyer must give Polymount written notice of default and allow it a reasonable period in which to complete delivery. The Buyer shall not be entitled to any compensation as a result of the delay.
2. The Buyer shall be obliged to take delivery of the goods at the time they are made available to the Buyer in accordance with the Agreement, even if they are offered earlier or later than agreed.
3. If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, Polymount shall be entitled to store the goods at the Buyer's expense and risk.
4. If the Products are delivered by Polymount or an external carrier, Polymount shall be entitled to charge delivery costs. Such costs shall be invoiced separately unless expressly agreed otherwise.
5. If Polymount requires information from the Buyer for the performance of the Agreement, the delivery period shall not commence until the Buyer has provided Polymount with all information required for such performance.
6. Any delivery period stated by Polymount is indicative only. Longer delivery periods shall apply to deliveries outside the Netherlands.
7. Polymount shall be entitled to deliver the goods in instalments, unless otherwise agreed in the Agreement or the partial delivery has no independent value. Polymount shall be entitled to invoice each such delivery separately.

8. Deliveries shall be made only if all invoices have been paid, unless expressly agreed otherwise. Polymount reserves the right to refuse delivery if there are reasonable grounds to fear non-payment.
9. *Unless otherwise agreed in writing, deliveries shall be made Ex Works (EXW, Incoterms 2020). From the moment the Products are made available to the Buyer, transport, handling and storage shall be entirely at the Buyer's expense and risk.*

Article 7 - Packaging and Transport

1. Polymount undertakes towards the Buyer to package the goods to be delivered properly and to secure them in such a manner that, under normal conditions of transport and handling, they reach their destination in good condition.
2. Unless otherwise agreed in writing, all deliveries shall be exclusive of value added tax (VAT), packaging and packaging materials, and any mandatory disposal charge.
3. Acceptance of the goods without any reservations or comments on the consignment note or receipt shall constitute evidence that the packaging was in good condition at the time of delivery.
4. The Product shall be delivered at ground-floor level at the Buyer's address. Any vertical transport required shall be at the Buyer's expense and risk.
5. *For Products subject to specific transport and storage requirements, Polymount shall notify the Buyer of such requirements in writing. The Buyer shall be obliged to comply strictly with these requirements. Polymount Sleeves must be transported and stored vertically at all times. Horizontal transport or storage is expressly prohibited unless Polymount has given its prior written consent. Failure to comply with these requirements shall result in the forfeiture of any claim against Polymount for damage arising therefrom.*

Article 8 - Inspection and Complaints

1. Any visible defects or shortages must be reported to Polymount in writing at info@polymount-int.nl within 14 days after delivery. Hidden defects or shortages must be reported within 14 calendar days after discovery, but in any event no later than six months after delivery. If the Product is damaged as a result of careless handling by the Buyer, the Buyer shall be liable for any resulting reduction in the value of the Product.
2. If a complaint is submitted in due time in accordance with the preceding paragraph, the Buyer shall remain obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, it may do so only with Polymount's prior written consent and in the manner specified by Polymount.
3. The Buyer must return Products subject to the following conditions:

a. the Product must again be fitted with its protective and safety materials;
b. the Product must be clean and in its original packaging.

If the Buyer fails to comply properly, or fully, with these obligations, Polymount shall be entitled to deduct the costs of repair and cleaning from any remaining portion of the purchase price to be credited to the Buyer.

4. Polymount shall be entitled to investigate the authenticity and condition of returned Products before issuing any refund.
5. Refunds to the Buyer shall be processed as soon as possible, but may take up to 14 days after receipt of the Buyer's notice of termination. The refund shall be made to the bank account previously provided.
6. If the Buyer exercises its right to complain, the Buyer shall not be entitled to suspend its payment obligations or set off any outstanding invoices.
7. In the event of incomplete delivery and/or if one or more Products are missing and this is attributable to Polymount, Polymount shall, at the Buyer's request, dispatch the missing Product(s) or cancel the remainder of the order. The acknowledgement of receipt of the Products shall be conclusive in this respect. Polymount shall not be liable for any damage suffered by the Buyer as a result of the quantity delivered differing from the agreed quantity. *The packing slip or delivery confirmation signed by the Buyer or its representative shall constitute evidence of the quantity and condition of the Products delivered at the time of delivery. If the quantity delivered or the condition of the Products is disputed after signature, the burden of proof shall rest entirely with the Buyer.*

Article 9 - Shipment of Materials for Cleaning by the Buyer to Polymount

1. For the purpose of the Services to be performed by Polymount, the Buyer may send materials that the Buyer wishes to have cleaned. Materials may be delivered in person only during opening hours or by appointment. Appointments may be made by e-mail or telephone. In special cases, materials may be collected at the applicable rate, subject to prior consultation with Polymount.
2. The Buyer undertakes towards Polymount to package the materials to be delivered properly and to secure them in such a manner that, under normal conditions of transport and handling, they reach their destination in good condition.
3. The Buyer warrants that the materials delivered are free from damage. If the materials are damaged, Polymount shall be entitled to return and/or refuse them without performing the Services.

4. The Buyer shall send the materials to Polymount's address at its own expense and risk. Polymount shall under no circumstances be liable for theft, loss of or damage to the materials during transport.

Article 10 - Installation and Cleaning Services

1. Polymount shall use its best endeavours to carry out the installation with the utmost care that may be expected of a competent contractor. All Services shall be performed on the basis of an obligation to use best endeavours, unless a specific result, described in detail, has been expressly agreed in writing. Under no circumstances does Polymount warrant that the Services performed and/or the goods supplied by it are suitable for the purpose intended by the Buyer.
2. Polymount shall not make any structural modifications to water supply, drainage or electrical installations.
3. All instructions, directions, advice and similar communications given by the Buyer's employees, subordinates and/or third parties engaged by the Buyer shall be deemed to have been given with the Buyer's express approval. Any damage resulting from such instructions or similar communications being given without authority or beyond the scope of the assignment shall be entirely at the Buyer's expense and risk.
4. Polymount shall be entitled, at its discretion, to engage third parties to perform the Services.
5. The scope of the Services shall be limited to what the parties have expressly agreed and/or what is stated in the fault report. Polymount shall inform the Buyer of all circumstances that may affect the maintenance or its availability.
6. When Polymount performs work at the Buyer's premises, the Buyer shall ensure that:
    a. all information, data and documents required for the performance of the Agreement, including maps, drawings, schedules, models, connections and other relevant materials, are made available to Polymount in a timely manner and in the form requested by Polymount;
    b. Polymount is granted access to the premises on the agreed date(s) and at the agreed times, and the premises comply with the applicable statutory safety requirements and working conditions, whether or not pursuant to a collective labour agreement. Failing this, Polymount shall be entitled to suspend its Services until these requirements have been met, without being liable for any damage caused by delay;
    c. third parties engaged by the Buyer perform their work and/or deliveries in such a manner that Polymount experiences no delay or obstruction in performing the Agreement or the Services;

d. Polymount is provided in a timely manner with sufficient facilities for the delivery, storage and/or removal of materials and/or equipment;
e. the premises are in such a condition that Polymount can perform and/or continue its Services without obstruction;
f. Polymount has access to electrical connections at the premises. The Buyer shall reimburse the associated costs. Lost working hours resulting from a power failure shall also be borne by the Buyer;
g. the premises have sufficient facilities for the proper and complete collection of waste;
h. where possible, the premises have a suitable space in which Polymount's tools, machinery, materials and other property can be stored without risk of damage or theft. Any costs resulting from theft, loss or damage shall be borne by the Buyer;
i. any other facilities that Polymount may reasonably require are available at the premises, without any additional cost being charged to Polymount.

7. If the Buyer fails to fulfil the obligations set out in this Article in a timely manner, Polymount shall be entitled to suspend performance of the Agreement until the Buyer has fulfilled those obligations. Any costs arising from the resulting delay and/or from additional Services, as well as any other consequences thereof, shall be at the Buyer's expense and risk.
8. If the Buyer fails to fulfil its obligations and Polymount does not require performance at that time, this shall not prejudice Polymount's right to require performance at a later date.
9. If the Buyer cancels less than 48 hours before the scheduled appointment, the Buyer shall be liable for the costs of hired personnel and for reasonable compensation for Polymount's lost working hours.

Article 11 - Additional and Reduced Work and Amendments

1. If, during performance of the installation, it becomes apparent that the Agreement must be amended and/or supplemented, or that additional work is required at the Buyer's request in order to achieve the Buyer's desired result, the Buyer shall reimburse such additional work at the agreed hourly rate, together with any additional material costs. Polymount shall not be obliged to comply with such a request and may require the Buyer to enter into a supplementary Agreement for that purpose.
2. If a fixed price has been agreed for the Services, Polymount shall inform the Buyer of the additional costs and/or financial consequences of the additional work.

3. If and insofar as a fixed price has been agreed for certain Services, and performance of those Services results in additional work that cannot reasonably be deemed to be included in the fixed price, or the price must be increased as a result of incorrect information provided by the Buyer that is relevant to determining the price (unless Polymount ought to have discovered the incorrectness of that information before determining the price), Polymount shall be entitled, after consultation with the Buyer, to charge these costs to the Buyer. If neither the Buyer nor an authorised employee of the Buyer is present at the site, Polymount shall be entitled either to suspend its Services or to perform such Services as it considers necessary in its professional opinion, the costs of which shall be borne at the Buyer's expense and risk.
4. In the event of hidden defects or, at any rate, unforeseen circumstances, Polymount shall be entitled to charge additional costs if such circumstances result in additional work.
5. Any price changes resulting from an amendment to the Agreement or arising under applicable laws and regulations shall be paid by the Buyer.

Article 12 - Repairs and Maintenance

1. If agreed in writing in a maintenance agreement, Polymount shall carry out maintenance and/or repairs. The scope of the maintenance obligation shall be limited to what the parties have expressly agreed. Polymount shall inform the Buyer of all circumstances that may affect the maintenance or its availability.
2. The Buyer shall notify Polymount in writing of any defects, faults or other deficiencies, after which Polymount shall, in accordance with its customary procedures, remedy the defects and/or make improvements as soon as possible and to the best of its ability. Where appropriate, Polymount shall be entitled to implement temporary solutions first, after which a permanent solution may be devised and implemented in consultation with the Buyer.
3. The Buyer shall provide Polymount with all necessary cooperation upon first request.

Article 13 - Completion of Installation and Cleaning Services

1. If the commencement, progress or completion of the Services is delayed because, for example, the Buyer has failed to provide all requested information, or has failed to do so in a timely manner, has provided insufficient cooperation, Polymount has not received the advance payment or other payment on time, or a delay arises due to other circumstances for which the Buyer bears the expense and risk, Polymount shall be entitled to a reasonable extension of the completion period. None of the agreed completion periods shall constitute a strict deadline.

2. Any damage and additional costs resulting from a delay caused by any of the circumstances referred to in paragraph 1 shall be at the Buyer's expense and risk and may be charged to the Buyer by Polymount.
3. Polymount shall use reasonable endeavours to complete the Services within the agreed period, insofar as this may reasonably be required of it.
4. Where reference is made to working days, this shall mean all workable calendar days, excluding recognised national public holidays and weekends.
5. The Buyer shall bear sole responsibility for the management, use and maintenance of the items manufactured and/or completed by Polymount.
6. If Polymount has notified the Buyer that the work is ready for completion and the Buyer fails, within a reasonable period, to inspect and accept the work, whether or not subject to reservations, or puts the work into use, processes it or has it processed, the Buyer shall be deemed to have tacitly accepted the work. Minor defects that can be remedied during the maintenance period shall not constitute grounds for refusing acceptance of the completed work if they do not prevent it from being put into use. Upon acceptance, the work shall be deemed completed.
7. Following completion, the work shall be at the Buyer's risk. The Buyer shall therefore remain liable for payment of the price, irrespective of the destruction or deterioration of the work due to a cause not attributable to Polymount.
8. Polymount shall not be liable for defects that the Buyer should reasonably have discovered at the time of completion, except in the event of wilful misconduct or deliberate recklessness on the part of Polymount.
9. Polymount shall be entitled to deliver and/or perform the Services in parts, and each partial delivery and/or partial performance may be invoiced separately.

Article 14 - Prices

1. During the validity period of the Offer, the prices of the Products or Services offered shall not be increased, except in the event of changes in VAT rates.
2. The prices stated in the Offer are exclusive of VAT, unless expressly stated otherwise.
3. The prices stated in the Offer are based on the cost factors applicable at the time the Agreement is concluded, including import and export duties, freight and unloading costs, insurance, and any levies and taxes.
4. Where Products or raw materials are subject to price fluctuations on the financial market over which Polymount has no control, Polymount may offer such Products at variable prices. The Offer shall state that the prices are indicative and may fluctuate.
5. Where Polymount performs the assignment, in whole or in part, at the Buyer's premises, additional costs, including travel, call-out, parking and accommodation expenses, shall be charged unless otherwise agreed. Services that, at the Buyer's

request, are or must be performed urgently or outside normal business hours may also be subject to a surcharge, as agreed in the quotation and/or the Agreement. If goods are to be shipped, the Buyer shall reimburse the associated additional costs.

6. The Buyer may derive no rights or expectations from any estimate provided in advance, unless the parties have expressly agreed otherwise. If the stated price is an indicative price, it may be adjusted during performance of the Agreement, provided that Polymount has warned the Buyer as soon as reasonably possible of the likelihood of a further overrun and has given the Buyer the opportunity to limit or simplify the work. Within reasonable limits, Polymount shall cooperate in such limitation or simplification. This shall also apply where the price depends on the estimated time required to perform the work.
7. If, between the date on which the Agreement (or quotation) is concluded and its performance, Polymount encounters circumstances that increase its costs or cost price as a result of laws and regulations, price changes imposed by third parties or suppliers engaged by Polymount, changes in the prices of required semi-finished products, materials or components, currency fluctuations, import and export duties in the Netherlands or abroad, shipping and/or delivery costs, wages, employer's costs and/or social security contributions, or similar factors, Polymount shall be entitled to increase the agreed price or fee accordingly and charge the increase to the Buyer.
8. Before Polymount commences performance of the Agreement, the Buyer shall pay the agreed advance payment within the specified period. In all cases, the Buyer shall reimburse the costs of materials in advance.
9. If a dispute arises between the parties concerning the number of hours worked and/or charged, Polymount's time records shall be binding unless the Buyer proves otherwise by compelling evidence to the contrary.
10. If and insofar as additional costs are incurred during performance of the Agreement and/or there is an increased risk, as determined by Polymount, the Buyer shall pay an additional charge.

Article 15 - Payment and Debt Collection Policy

1. Payment should preferably be made in advance, in the currency stated on the invoice and by the specified payment method, unless the parties have agreed that the Buyer may pay afterwards.
2. The Buyer may derive no rights or expectations from any estimate provided in advance, unless the parties have expressly agreed otherwise.
3. The Buyer shall make payment in a single instalment to the bank account and using the payment details notified to it by Polymount. The parties may agree on a different payment term only with Polymount's express written consent.

4. If a recurring payment obligation of the Buyer has been agreed, Polymount shall be entitled to adjust the applicable prices and rates in writing, subject to three months' notice.
5. In the event of the Buyer's liquidation, bankruptcy, attachment or suspension of payments, all claims of Polymount against the Buyer shall become immediately due and payable.
6. Polymount shall be entitled to apply payments made by the Buyer first towards costs, then towards accrued interest and finally towards the principal sum and current interest. Without thereby being in default, Polymount may refuse an offer of payment if the Buyer specifies a different order of allocation. Polymount may refuse full repayment of the principal sum if the accrued and current interest and the costs are not paid at the same time.
7. If the Buyer fails to fulfil its payment obligation within the stipulated payment period, the Buyer shall be in default.
8. From the date on which the Buyer is in default, Polymount shall, without any further notice of default being required, be entitled to statutory commercial interest from the first day of default until payment in full, as well as reimbursement of extrajudicial collection costs pursuant to Article 6:96 of the Dutch Civil Code, calculated in accordance with the scale set out in the Decree on Compensation for Extrajudicial Collection Costs of 1 July 2012.
9. If Polymount has incurred additional or higher costs that were reasonably necessary, those costs shall also be eligible for reimbursement. Any legal and enforcement costs incurred shall likewise be borne by the Buyer.
10. *Polymount shall not be obliged to amend invoices or commercial documents at the Buyer's request, unless there is a demonstrable error on Polymount's part. Amendments to invoices or other commercial documents for the purposes of the Buyer's import, export or customs procedures are expressly excluded and shall not entitle the Buyer to any amendment.*
11. If, in Polymount's reasonable opinion, Buyer's creditworthiness deteriorates, Polymount shall be entitled to require advance payment, additional security or immediate settlement of outstanding amounts.

Article 16 - Retention of Title

1. All goods supplied by Polymount shall remain the property of Polymount until the Buyer has fulfilled all obligations arising from all Agreements concluded with Polymount.
2. The Buyer shall not be entitled to pledge or otherwise encumber any goods subject to retention of title for as long as ownership has not passed in full.

3. If third parties levy an attachment on goods supplied subject to retention of title or seek to establish or assert rights in respect thereof, the Buyer shall notify Polymount as soon as may reasonably be expected.
4. If Polymount wishes to exercise its ownership rights referred to in this Article, the Buyer hereby grants Polymount, or third parties designated by it, unconditional and irrevocable consent and authority to enter all premises where Polymount's property is located and to repossess those goods.
5. Polymount shall be entitled to retain the Product(s) purchased by the Buyer if the Buyer has not yet fully complied with its payment obligations, notwithstanding any obligation on Polymount's part to transfer or deliver them. Once the Buyer has fulfilled its obligations, Polymount shall use reasonable endeavours to deliver the purchased Products to the Buyer as soon as possible and, in any event, within 20 working days.
6. Any costs and other consequential loss arising from the retention of the purchased Products shall be at the Buyer's expense and risk and shall be reimbursed by the Buyer to Polymount upon first request.

Article 17 - Warranty

1. Polymount warrants that the Products comply with the Agreement, the specifications stated in the Offer, their fitness for use and/or soundness, and the statutory rules and regulations applicable at the time the Agreement is concluded. This shall not apply, however, if the goods to be supplied are intended for use abroad and the Buyer expressly notified the Seller of such intended use in writing when entering into the Agreement.

2. Any warranty must be expressly agreed in writing. Product warranties shall never extend beyond the warranty provided by the supplier or that which has been expressly agreed. In the event of any conflict, the warranty provided by the supplier shall prevail. The warranty period for Products is the responsibility of the supplier. Polymount shall be responsible only for the Product possessing the characteristics that the Buyer could reasonably expect it to possess.

3. The supplier warrants the adhesion and compressibility of the Polymount coating for a period of 10 years or for the service life of the base sleeve, irrespective of use. Polymount provides a 10-year warranty on the adhesive strength of the Polymount coating. Damage to the Polymount coating is not covered by the warranty provided by Polymount.

4. The supplier warrants the base sleeve and the Polymount coating. The supplier must therefore be involved in the selection of the Buyer's base sleeve.

5. Damage to the base sleeve, such as cracks, will affect the TIR of both the sleeve and the Polymount surface. The supplier cannot be held liable for TIR deviations caused by such damage to the base sleeve.
6. Damage to the Product, such as cuts, will affect the TIR of the Polymount coating. The supplier cannot be held liable for TIR deviations caused by surface damage.
7. The service life of the base sleeve is defined as its functional service life, which is mainly affected by damage such as cracks in the register-slot areas and wear on the inside of the sleeve.
8. If the adhesion of the Polymount coating is no longer sufficient to hold a printing plate, provided that the Polymount surface is undamaged, the supplier shall recoat the sleeve free of charge.
9. If the compressibility of the Polymount Sleeve is no longer sufficient to meet the Buyer's print-quality requirements, or if an image from a previous print becomes imprinted or embossed in the surface or foam, the supplier shall recoat the sleeve free of charge, provided that the coating is undamaged.
10. Polymount shall perform the Services in accordance with the standards applicable in the industry. Any warranty provided shall be limited to what has been expressly agreed in writing and only insofar as Polymount has received that warranty from its suppliers. During the warranty period, Polymount warrants that the goods and/or work supplied or completed are of sound and customary quality.
11. The Buyer may invoke a warranty provided by Polymount only if the Buyer has fully complied with its payment obligations.
12. If the Buyer validly invokes an agreed warranty, Polymount shall repair or replace the goods and/or work supplied or completed free of charge. Any additional damage shall be governed by the applicable liability provisions of these General Terms and Conditions.
13. The warranty shall lapse:
    a. as soon as the warranty period has expired or the warranty obligation otherwise ceases to apply;
    b. for as long as the Buyer is in default towards Polymount;
    c. if the Buyer has carried out repair and/or installation work itself or has had such work carried out by third parties;
    d. in the event of exposure to abnormal conditions or use contrary to the instructions for use;
    e. if the Buyer has used Products other than those prescribed by Polymount and/or the supplier;
    f. in the event of above-average wear or, in any event, wear resulting from exceptional use.

Article 18 - Suspension and Termination

1. Polymount shall be entitled to suspend performance of its obligations or terminate the Agreement if the Buyer fails to fulfil its (payment) obligations under the Agreement, or fails to do so in full.
2. Furthermore, Polymount shall be entitled, without judicial intervention, to terminate any Agreement existing between it and the Buyer, insofar as it has not yet been performed, if the Buyer fails to fulfil, in a timely or proper manner, any obligation arising from an Agreement concluded with Polymount.
3. Polymount shall also be entitled to terminate, or have terminated, the Agreement without prior notice of default if circumstances arise of such a nature that performance of the Agreement is impossible or can no longer reasonably and fairly be required, or if other circumstances arise of such a nature that the Agreement cannot reasonably be expected to continue unchanged.
4. If the Agreement is terminated, Polymount's claims against the Buyer shall become immediately due and payable. If Polymount suspends performance of its obligations, it shall retain its rights under the law and the Agreement.
5. Polymount shall at all times retain the right to claim damages.

Article 19 - Limitation of Liability in Respect of Product Sales

1. If Polymount's performance of the Agreement gives rise to liability towards the Buyer or third parties, such liability shall be limited to the costs charged by Polymount in connection with the Agreement, unless the damage was caused by wilful misconduct or gross negligence.
2. Polymount shall not be liable for consequential loss, loss of profit and/or losses suffered, loss of savings, or damage resulting from the use of the Products supplied.
3. Polymount shall not be liable for, or obliged to remedy, damage arising from the use of the Product. Polymount provides strict maintenance and usage instructions, which the Buyer must observe. All damage to Products resulting from carrying or use is expressly excluded from liability, including signs of use, damage caused by use, impact or fall damage, light and water damage, theft, loss and similar events.
4. Polymount shall not be liable for damage that results, or may result, from any act or omission in reliance on incomplete and/or incorrect information on its website(s) or on linked websites.
5. Polymount shall not be responsible for errors and/or irregularities in the functioning of the website and shall not be liable for interruptions or for the website being unavailable for any reason.
6. Polymount does not warrant the correct and complete transmission of the content of e-mails sent by or on behalf of Polymount, nor their timely receipt.

7. All claims by the Buyer arising from a failure by Polymount shall lapse unless they have been reported to Polymount in writing, with reasons, within one year after the Buyer became aware, or could reasonably have become aware, of the facts on which the claim is based. In all cases, all claims by the Buyer shall lapse one year after termination of the Agreement.

Article 20 - Limitation of Liability in Respect of Installation Services

1. If, following completion, the work has defects for which Polymount is or proves to be liable, Polymount must be given the opportunity to remedy the defects within a reasonable period, without prejudice to its liability for damage resulting from defective completion, unless the costs of remedy would be disproportionate to the Buyer's interest in having the defects remedied rather than receiving compensation. Polymount shall not be liable for consequential loss of any kind, including business interruption losses, loss of profit and/or losses suffered, loss of savings and damage resulting from business interruption.
2. Where dimensions are concerned, Polymount shall not be liable for consequential loss, including the ordering of incorrect materials and/or errors in materials, or errors in taking or verifying measurements.
3. If the defective performance of the work, or its consequences, is attributable to defects in or the unsuitability of items supplied by the Buyer, the consequences shall be borne by the Buyer, unless Polymount has breached its duty to warn or has otherwise failed to exercise the requisite expertise or care in relation to those defects. Polymount shall likewise not be liable if the Buyer puts part or all of the work into use prematurely.
4. The Buyer shall be liable for damage to the work resulting from work performed or supplies made by the Buyer or by third parties acting on the Buyer's instructions. Any damage arising from the use of materials prescribed by the Buyer and/or from the implementation of a design supplied by the Buyer shall likewise be entirely at the Buyer's expense and risk.
5. The Buyer shall also be liable for the loss and/or theft of and/or damage to items, tools, materials and other property used and/or stored by Polymount at the Buyer's premises in connection with the performance of the Agreement and during the performance of the Services, including damage caused by imperfections, defects or other deficiencies at the work site.
6. If, after the Agreement has been concluded, it becomes apparent that the site or the work is contaminated, for example with asbestos, or if contaminated materials are released from the work, the Buyer shall be liable for the consequences thereof for the performance of the work.

7. Polymount shall not be liable for damage that results, or may result, from any act or omission in reliance on incomplete and/or incorrect information on its website or on linked websites.
8. Polymount does not warrant the correct and complete transmission of the content of e-mails sent by or on behalf of Polymount, nor their timely receipt.
9. All claims by the Buyer arising from a failure by Polymount shall lapse unless they have been reported to Polymount in writing, with reasons, within one year after the Buyer became aware, or could reasonably have become aware, of the facts on which the claims are based. Polymount's liability shall in all cases lapse one year after termination of the Agreement between the parties.

Article 21 - Indemnity Regarding the Accuracy of Information

1. The Buyer shall be responsible for the accuracy, reliability and completeness of all data, information, documents and/or records provided to Polymount in connection with an Agreement. The Buyer shall remain responsible even where such data originate from third parties. If Polymount is aware, or ought reasonably to be aware, of inaccuracies in the assignment, including errors or defects in the plans, drawings, calculations, specifications or instructions for execution provided by the Buyer, Polymount shall be obliged to warn the Buyer thereof.
2. The Buyer shall indemnify Polymount against any liability arising from the Buyer's failure to fulfil, or timely fulfil, the obligations set out in the preceding paragraph.
3. The Buyer shall indemnify Polymount against third-party claims relating to intellectual property rights in the data and information provided by the Buyer that may be used in the performance of the Agreement.
4. The Buyer shall be responsible for obtaining all permits, including any building permits, that may be required. The Buyer shall indemnify Polymount against all claims arising from the absence of such permits.
5. If the Buyer provides Polymount with electronic files, software or data carriers, the Buyer warrants that they are free from viruses and defects.
6. The Buyer shall also indemnify Polymount against all damage, fines, orders subject to a penalty payment, claims and other governmental measures.

Article 22 - Force Majeure

1. Polymount shall not be liable if, as a result of a force majeure event, it is unable to fulfil its obligations under the Agreement, nor may it be required to fulfil any obligation if prevented from doing so by a circumstance that is not attributable to its fault and for which it is not accountable by law, pursuant to a legal act or according to generally accepted standards.
2. Force majeure shall in any event include, but shall not be limited to, the circumstances recognised as such under applicable law and case law, including:
    - **a.** force majeure affecting Polymount's suppliers;
    - **b.** the failure of suppliers prescribed or recommended by the Buyer to Polymount to properly fulfil their obligations;
    - **c.** defects in goods, equipment, software or materials supplied by third parties;
    - **d.** government measures;
    - **e.** power failures;
    - **f.** internet outages;
    - **g.** failures of data networks and telecommunications facilities, including those caused by cybercrime or hacking;
    - **h.** natural disasters;
    - **i.** war and terrorist attacks;
    - **j.** general transport disruptions; and
      any other circumstances that, in Polymount's opinion, are beyond its control and temporarily or permanently prevent it from fulfilling its obligations.
3. Polymount shall be entitled to invoke force majeure if the circumstance preventing further performance occurs after Polymount should have fulfilled its obligation.
4. For the duration of the force majeure event, the parties may suspend their obligations under the Agreement. If this period lasts longer than two months, either party shall be entitled to terminate the Agreement without any obligation to compensate the other party for damage.
5. If, at the time the force majeure event occurs, Polymount has already partially fulfilled its obligations under the Agreement or will still be able to fulfil them, and the part already performed or to be performed has independent value, Polymount shall be entitled to invoice that part separately. The Buyer shall pay such invoice as if it related to a separate Agreement.

Article 22a - Export Control and Sanctions

1. Buyer warrants compliance with all applicable export control, sanctions and trade regulations. Buyer shall not directly or indirectly export, transfer, resell or use Products in violation of such regulations. Buyer shall indemnify Polymount against all claims, penalties, damages and costs arising from any breach of this provision.

Article 23 - Transfer of Risk

1. The risk of loss of or damage to the Products forming the subject matter of the sales Agreement shall pass to the Buyer at the time Polymount makes the Products available to the Buyer at its premises in accordance with Ex Works (EXW, Incoterms 2020).
2. With regard to the installation and/or assembly of the Products, the aforementioned risk shall pass at the time the work or Products are placed under the Buyer's control following installation by Polymount.

Article 24 – Confidentiality

1. All technical, commercial, financial and operational information disclosed by Polymount shall be regarded as confidential. This obligation shall remain in force for five years following termination of the Agreement.

Article 24 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Polymount shall vest exclusively in Polymount and shall not be transferred to the Buyer.
2. The Buyer is prohibited from disclosing and/or reproducing, modifying or making available to third parties any documents in which intellectual property rights and copyrights are vested in Polymount and/or the relevant supplier and/or subcontractor, without Polymount's express prior written consent. If the Buyer wishes to make modifications to items supplied by Polymount, Polymount must expressly approve the proposed modifications.
3. The Buyer is prohibited from using the Products in which Polymount holds intellectual property rights for any purpose other than that agreed in the Agreement.
4. Buyer shall not dismantle, analyse, copy, reverse engineer or otherwise attempt to reproduce any Products, coatings, software, machine components, designs or technical documentation.

Article 25 - Privacy, Data Processing and Security

1. Polymount shall handle the (personal) data of the Buyer and visitors to its website(s) with due care. Upon request, Polymount shall inform the data subject accordingly.
2. If Polymount is required under the Agreement to provide information security, such security shall comply with the agreed specifications and provide a level of security that is not unreasonable, taking into account the state of the art, the sensitivity of the data and the associated costs.
3. Buyer shall not submit confidential business information, technical data, drawings, quotations, pricing information or personal data belonging to Polymount into public AI systems without prior written consent from Polymount.

Article 26 - Complaints

1. If the Buyer is dissatisfied with Polymount's Products and/or has complaints concerning the performance of the Agreement, the Buyer must report such complaints as soon as possible, but no later than *14 calendar days after delivery, or within 14 calendar days after discovery of the defect if it could not reasonably have been identified earlier*. Complaints may be submitted by e-mail to info@polymount-int.nl with "Complaint" as the subject line.
2. The Buyer must provide sufficient grounds and/or explanation for the complaint in order for Polymount to process it.
3. Polymount shall provide a substantive response to the complaint as soon as possible and, in any event, within 14 calendar days after receipt of the complaint.
4. The parties shall endeavour to reach a solution jointly. If the complaint is found to be justified, Polymount shall, in consultation with the Buyer, replace the Product free of charge with the same or a similar product.

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Article 27 - Governing Law

1. Every Agreement between Polymount and the Buyer shall be governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
2. In the event of any interpretation of the content and scope of these General Terms and Conditions, the Dutch text shall at all times prevail. Polymount shall be entitled to amend these General Terms and Conditions unilaterally.
3. All disputes arising out of or in connection with the Agreement between Polymount and the Buyer shall be submitted to the competent court of the Gelderland District Court, Arnhem location, unless mandatory provisions of law confer jurisdiction on another court.

Nijkerk, September 2026