

TERMS & CONDITIONS of Helian Polymers B.V.

Version April 2021

This page contains the terms and conditions (the “Terms and Conditions”) on which Helian Polymers B.V. supply any of her products (each a “Product”) that are listed on her website <http://helianpolymers.com> (the “Site”) or are sold otherwise to you. Please read these Terms and Conditions carefully before ordering any Products. You should understand that by ordering any of our Products, you agree to be bound by these Terms and Conditions.

Please note that PHAradox is a brand and Helian Polymers B.V. is the brand owner and legal entity you will do business with.

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1. Applicability

1.1. These terms and conditions apply to all offers and all agreements regarding the orders of Helian Polymers B.V..

1.2. In addition to these General Terms and Conditions, explicitly defined Additional Terms and Conditions may apply to certain services and/or products. Should there be deviations between the General Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions will prevail over the General Terms and Conditions, unless explicitly stated otherwise.

1.3. If any provision of these terms and conditions are invalid or invalidated, the other provisions of these General Terms and Conditions will remain in full force and Helian Polymers B.V. and its contracting party will enter into consultation for the purpose of agreeing on new provisions to replace the invalid or invalidated provisions, where the objective and meaning of the invalid or invalidated provision are considered as much as possible.

1.4. Deviation of these General Terms & Conditions is only possible after explicit confirmation by Helian Polymers B.V. in writing, in which case the other provisions of these general terms and conditions will remain in full force.

1.5. The applicability of the general terms and conditions invoked by the contracting party is explicitly rejected, unless explicitly confirmed in writing by Helian Polymers B.V..

1.6. “Contracting party” is defined as every natural person or legal person with a contractual relationship with Helian Polymers B.V..

1.7. Helian Polymers B.V. has the right to adjust these General Terms and Conditions from time to time.

1.8. By placing an order, the contracting party accepts these General Terms and Conditions as well as all other rights and duties stated on the website of Helian Polymers B.V..

1.9. Helian Polymers B.V. is allowed to outsource activities to third parties when carrying out an agreement with the contracting party.

2. Offers and agreements

2.1. Offers or quotations should be regarded as an invitation to the potential buyer to make an offer. Helian Polymers B.V. is in no way bound to such matters, unless explicitly confirmed in writing.

Acceptation of the invitation by the potential buyer to make an offer counts as a valid offer and leads only to an agreement in case of fulfilment of the following aspects of this article.

2.2. Specific offers are valid as long as the stock permits.

2.3. A personalized quotation is valid for two (2) weeks, unless another term is mentioned in the quotation.

2.4. An offer from the potential buyer as mentioned in article 2.1 is made when:

- the potential buyer has entered his personal data on the website and the data has been sent electronically to Helian Polymers B.V. and received by Helian Polymers B.V., or;
- the potential buyer explicitly indicated the desire, by word, telefax, or through writing to receive a certain product and/or service, or;
- a quotation is signed by the buyer and received by Helian Polymers B.V. in case Helian Polymers B.V. issued a personalized quotation.

2.5. An agreement, including any change or supplementation hereto, takes first binding effect for Helian Polymers B.V. when a order confirmation has been issued to the buyer, by e-mail or other means. This agreement can be revoked by Helian Polymers B.V. in case the buyer does not meet the requirements or has failed to do so in the past. In that case, Helian Polymers B.V. will report such findings to the buyer within ten (10) days after receiving the order.

2.6. Buyer and Helian Polymers B.V. explicitly agree that, when using electronically means of communication, a valid agreement comes into effect after meeting the requirements specified in article 2.4 and 2.5. In particular the lack of a written signature does not reduce the binding force of the offer and the acceptance thereof. In that case the electronic files of Helian Polymers B.V. count, as far as the law allows, as a presumption of proof.

2.7. Buyer can't add or remove any item to an order that has already been placed. Orders won't be combined, before or after they're placed, unless agreed upon in writing by Helian Polymers B.V.. All items that need to be combined have to be in one order.

2.8. Helian Polymers B.V. reserves the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to the buyer. Helian Polymers B.V. also may require verification of information prior to the acceptance and/or shipment of any order.

2.10. Information, images, oral announcements, records, etc. regarding all offers and the most relevant characteristics of the products that are provided by telephone or e-mail are always as accurate as possible. Helian Polymers B.V. does not guarantee that all offers and products completely correspond to the provided information. Deviations can never lead to reimbursement or dissolution of the agreement.

3. Prices

3.1. All prices are expressed in Euros, in accordance with the legal regulations, unless otherwise clearly stated on the order, invoice or sales quotation.

3.2. Special offers are only valid as long as the stock permits or as deemed necessary (and always clearly indicated by Helian Polymers B.V.)

3.3. The buyer owes the price as defined by Helian Polymers B.V. in the order confirmation in accordance with article 2.5 of these General Terms and Conditions. Any (manipulation) errors in the quotation, such as evident flaws, can be corrected by Helian Polymers B.V., even after reaching the

agreement.

3.4. Transportation costs will be separately mentioned. Special rates apply for deliveries outside the Netherlands. Transportation costs may not be mentioned on the offer, quotation or order confirmation, but will be on the invoice nonetheless.

3.5. When the prices of the offered products and/or services have increased during the period between ordering and execution of the order, the buyer is entitled to cancel the order or dissolving the agreement within ten (10) days after announcement of the price increase by Helian Polymers B.V..

3.6. In the event that a Helian Polymers B.V. product is mistakenly listed at an incorrect price, Helian Polymers B.V. reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Helian Polymers B.V. reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and/or credit card charged. If buyers credit card has already been charged for the purchase or the order has otherwise been pre-paid, and the order is cancelled, Helian Polymers B.V. shall issue a credit and refund in the amount of the incorrect price.

4. Payment

4.1. Initial orders should be paid by 100% down payment. Helian Polymers B.V. offers other payment options in the future with subsequent orders, including bank / wire transfer, credit card and/ or Paypal. The latter two will lead to a 3% surcharge and will be handled by MultiSafePay.

4.2. In case Helian Polymers B.V. agreed on an alternative payment period, the expiration of this term automatically leads to the omission of the buyer. Alternative payment periods are agreed upon in advance.

4.3. Non-payment or untimely payment by the buyer leads to a due interest of 1,5% per month, from the day that the payment should have taken place, at which a part of a month counts for a full month.

4.4. The costs, both in and out of court, caused by non-fulfillment, late fulfillment or improper fulfillment of the obligations of the buyer, are payable by the buyer.

4.5. Helian Polymers B.V. is permitted, in case of untimely payment by the buyer, to directly dissolve the agreement or delay the delivery to the moment that the buyer has completed his payment duties, including the payment of due interest and other costs.

5. Delivery and delivery time

5.1. Orders will be delivered as quickly as possible. Helian Polymers B.V. is primarily a trading company and orders will ship directly from a third party (manufacturer) to the customer. An agreed delivery time will be communicated with the customer within 4 business days after receiving the order. The agreed delivery time is always indicative and neither a deadline, nor can any rights be derived from exceeding the delivery time. Helian Polymers B.V. actively communicates new information regarding delivery times by phone or by email. Such information is always indicative and based on the most recent information given by third parties (manufacturer or forwarder).

5.2. In the exceptional case that items cannot be shipped in the desired period, Helian Polymers B.V. will contact the buyer beforehand to try to arrive at an agreement on how to process, including the option to cancel the order.

5.3. Orders are shipped to the delivery address noted in the buyer order. For international orders, buyer is also responsible for any tariffs, taxes, fees, VAT, duties due upon receipt.

5.4. Immediately after the goods have been delivered, the buyer bears the risk for all direct and indirect damage that maybe caused to or by these goods or components. The buyer also bears the risks of transportation from the moment of delivery. Buyer is responsible for filing any claims against carriers for damaged and/or lost shipments and contact Helian Polymers B.V. immediately.

5.5. Helian Polymers B.V. is not responsible for delays, loss or damage from shipments sent to incorrect, invalid addresses or correct addresses. Orders may end up being returned for various reasons including: non-payment of tariffs, incorrect address, unclaimed at post office, etc. If a

package is returned or rejected, the buyer will be contacted and will have to pay for re-shipment postage.

6. Revoke rights

6.1. The buyer may exercise revoke rights within reasonable time (within 3 business days after receiving the goods) on the conditions of deviation in quality and/or quantity of the delivered products. The buyer can claim guarantee provisions only when the product and the packaging are returned within this period in original, complete, undamaged and unused conditions. All sent documentation, proof of guarantee and packaging materials should be included in the return delivery.

6.2. All complaints regarding products are to be sent to Helian Polymers B.V. in writing (email), complete with a clear description, photographs and, if necessary, a cost estimation. Helian Polymers B.V. has 3 business days to come up with a solution to either replace or refund the buyer. At no point is Helian Polymers B.V. liable for a sum more than the order value.

6.3. Helian Polymers B.V. is never liable for any damage, theft or loss of the product or packaging during the return delivery.

6.4. The costs of the return delivery of the product are for the buyer.

6.5. In case the buyer exercised his revoke right as mentioned in the previous articles, Helian Polymers B.V. will have to reimburse the cash value of the delivered goods within thirty (30) days after the products have returned to Helian Polymers B.V. or issue a credit note which can be kept on file to set off against future purchases.

7. Returning products

7.1. Upon delivery of the goods the buyer inspects the conditions of the goods. In case damage has been inflicted to the goods of materials, the buyer will take all possible provisions to obtain compensation from the transporter and inform Helian Polymers B.V. as soon as possible.

7.2. All goods are checked before they are sent out. In the unlikely event that goods are faulty, they must be returned to Helian Polymers B.V. at the address listed on the order invoice or the manufacturer directly. Returning products is only possible in combination with an original invoice and original, complete and undamaged products. Returning products is only possible after informing Helian Polymers B.V. about the issue at hand.

7.3. Helian Polymers B.V. does not take back any used or opened Helian Polymers B.V. products. Product that are with a total value below € 40,00 cannot be returned to Helian Polymers B.V..

7.4. Missing items should be mentioned in writing or by e-mail to Helian Polymers B.V. within three (3) business days after the delivery date.

7.5. Defective products manufactured by Helian Polymers B.V. or its partners will be replaced with the same, if they are send back within one (1) month after delivering and if Helian Polymers B.V. concludes that the product is indeed defective. Helian Polymers B.V. will not accept goods that have clearly been used more than the amount needed to evaluate their functionality. If the goods are found to be in working condition, and the lack of functionality is a result of lack of knowledge or assembly error on the buyers part, no refund will be made, but the goods will be returned to the buyer at their expense. If there is evidence that the product has been modified or that a fix has been done on it, Helian Polymers B.V. will not be made responsible and therefore will not provide an exchange.

7.6. Order cancelations or refunds apply with the following conditions: 1. - When Helian Polymers B.V. can no longer provide one or more items of the actual order (i.e. discontinued parts). 2. - When one or more items of the actual order are not expected to be shipped within 90 days or more.

7.7. Return shipment is the responsibility of the buyer. All returns are credited as store credit upon receipt. A return merchandise authorization (RMA) is required for returns.

7.8 Return shipment is only possible if Helian Polymers B.V. has been informed beforehand with a

clear definition of the reason(s) of returning the shipment, be it partially or complete. The buyer cannot claim any rights if the goods arrived unannounced.

8. Ownership

8.1. The ownership of the goods, whether handled or unhandled, is transferred to the contracting party at the moment that the buyer pays Helian Polymers B.V. the full amounts payable pursuant to the agreement, including interest, costs and damages from products and/or services from this order, previous orders and future orders.

8.2. Products with the Helian Polymers and/or PHAradox brands and/or logos may not be rebranded and resold without the written consent of Helian Polymers B.V.

9. Guarantees and liability

9.1. Helian Polymers B.V. sees it as a duty to deliver valuable products. These products are always raw materials to be processed into final products by the buyer or the buyer's customer(s). Products provided by Helian Polymers (under its own or PHAradox brand) or its manufacturing partners. These materials are to be used and processed by professionals in manufacturing and/or research and development. Unsuitable treatment of the goods are at the risk and responsibility of the buyer / user.

9.2. Helian Polymers B.V. is never bound to financially compensate the buyer or other parties, unless the damage was caused by intention or guilt. Helian Polymers B.V. is not liable for any indirect loss or damage incurred or damage regarding loss of income or profit.

9.3. In case Helian Polymers B.V. is obliged to financially compensate the buyer, the amount will always be limited to the invoice amount related to the product and/or service that caused the damage.

9.4. The guarantee of Helian Polymers B.V. does not apply if:

- the defects are (partly) the result of normal wear, injudicious or incorrect handling or use, injudicious or incorrect maintenance;
- the product is employed for purposes other than normal purposes or used incorrectly;
- the buyer or the end user does not strictly observe the operating instructions provided by Helian Polymers B.V.;
- the original invoice is missing, modified, or made unreadable.

9.5. When guarantee provisions are exercised, Helian Polymers B.V. can do the following:

- adjust the amount on the invoice;
- replace the delivered item by an article with equal specifications, or repair the delivered item, in which case the delivered item should be sent back to Helian Polymers B.V.
- take back the delivered item and revoke the agreement, while reimbursing the paid amount by the buyer, without being obliged to financially compensate the buyer for any damage. The buyer is obliged to give Helian Polymers B.V. three (3) possibilities to repair any deficiencies.

9.6. The buyer does not hold Helian Polymers B.V. liable for any claims resulting from third parties, unless the law strictly prohibits such damages and costs to be accounted to the buyer.

9.7. It is possible that Helian Polymers B.V. places links on its website to other websites that could be of interest for a visitor. Such links are solely informative. Helian Polymers B.V. is not liable for the content of the linked websites or the usage thereof.

9.8 Helian Polymers B.V. offers a limited range of 3D printers on its website. These printers are manufactured by third parties and not by Helian Polymers B.V., which only re-sells these products. Assembly and use fall within the responsibility of the end-user. Helian Polymers B.V. cannot be held responsible for incorrect use of these machines, defined by the manual, website or otherwise defined instructions of the manufacturer.

10. Force majeure

10.1. In case of force majeure, Helian Polymers B.V. is not obliged to fulfil its obligations to the buyer. The respective obligations will be postponed for the entire duration of the force majeure.

Helian Polymers B.V. will inform the buyer as soon as possible about the nature and expected follow-up of the force majeure.

10.2. In these terms and conditions, force majeure is understood to mean any circumstance that is independent of the will of Helian Polymers B.V., even if this could have been foreseen when the agreement was entered into, which temporarily or permanently hinders the fulfilment of the agreement, including but not limited to war, a threat of war, civil war, riots, industrial actions, work member exclusion, transport difficulties, fire, days not worked because of unsuitable weather and other disruptions to the business of Helian Polymers B.V. or its suppliers.

11. Intellectual property

11.1. The buyer explicitly acknowledges that all intellectual or industrial property rights relating to the products to be delivered pursuant to the agreement and or associated designs, documentation, reports, offers and associated preparatory material lie exclusively with Helian Polymers B.V., suppliers or other entitled parties.

11.2. Intellectual property rights include patents, copyrights, trademarks and other (intellectual property) rights, including technical and commercial know-how, methods and concepts.

11.3. The buyer is not allowed to modify any intellectual property rights as described in this article, for instance multiplication without explicit written approval from Helian Polymers B.V., its suppliers or other entitled parties.

11.4. The entire content of the Helian Polymers B.V. websites, including but not limited to text, graphics or code is copyrighted as a collective work under Dutch law and other copyright laws, and is the property of Helian Polymers B.V.. The collective work includes work that is licensed to Helian Polymers B.V.. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order with Helian Polymers B.V. or purchasing Helian Polymers B.V. products. The buyer may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the site solely for buyers own non-commercial use, or to place an order with Helian Polymers B.V. or to purchase Helian Polymers B.V. products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized by Helian Polymers B.V..

11.5 Helian Polymers and PHAradox are registered trademarks and may only be used by third parties after explicit and written approval by Helian Polymers B.V.

12. Personal data

12.1. Helian Polymers B.V. will process the personal data of the buyer in accordance with her privacy statement, which is stated on the website.

12.2. Helian Polymers B.V. fully respects the applicable laws and regulations regarding the processing of personal data.

13. Applicable law and rights

13.1. Dutch law applies to the offers/agreement and further agreements.

13.2. The applicability of the Vienna Sales Convention (CISG) and the 1980 U.N. Convention on contracts for international sale of goods are explicitly excluded.

13.3. All disputes, of whatever nature – including those that are only considered by one of the parties as such – which occur with reference to the offer/agreement and further agreements between the parties, are settled by a competent court in the district where Helian Polymers B.V. is situated, unless the law explicitly appoints another court.

13.4 Any cause of action or claim the buyer has with respect to the websites or otherwise with respect to Helian Polymers B.V. (including but not limited to the purchase of Helian Polymers B.V. products) must be commenced within one (1) year after the claim or cause of action arises. Helian Polymers B.V.'s failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of

conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Helian Polymers B.V. may assign its rights and duties under this Agreement to any party at any time without notice to the buyer.

14. Use of the websites

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Helian Polymers B.V. or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. The buyer may not upload to, distribute, or otherwise publish through the website any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. The buyer may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

15. Participation Disclaimer

The websites of Helian Polymers B.V. (helianpolymers.com and pharadox.com) have been developed in-house and content was written by Helian Polymers staff. Helian Polymers can both link to external websites, maintained independently from Helian Polymers owned websites and have third party content creators write and post on Helian Polymers owned websites. Helian Polymers B.V. is not responsible for malicious software, harm or statements on external websites. However, Helian Polymers B.V. reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Helian Polymers B.V. in its sole discretion.

16. Indemnification

The Buyer agrees to indemnify, defend, and hold harmless Helian Polymers B.V., its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to buyers account (including negligent or wrongful conduct) by the buyer or any other person accessing the site using buyers Internet account.

17. Miscellaneous

17.1. Helian Polymers B.V. resides at (5951DK) Belfeld, Bremweg 7 and is registered at Chamber of commerce Venlo under company number 23036511. Please send all correspondence regarding these General Terms and Conditions to Helian Polymers B.V. at the address mentioned above or the address in the place as mentioned in this Terms and Conditions.

18. Entry into force

18.1. These terms and conditions will enter into force as of 01-04-2021. They have been filed on 01-04-2021 with the Chamber of Commerce in Roermond number 23036511