

## GO!PHA GENERAL TERMS & CONDITIONS

Version: April 2024

### GO!PHA

- 1.1 The Global Organization for PHA (GO!PHA) is a non-profit foundation with the main purpose to accelerate the adoption of PHA. GO!PHA acts as a collaboration platform for its members, a think tank for policy makers, and offers education and consultancy services for individual organizations.
- 1.2 GO!PHA is headquartered in Amsterdam, the Netherlands and registered at the Dutch Chamber of Commerce under Stichting "Global Organization for PHA" with registration number 75070790 and registered offices at Oudebrugsteeg 9, 1012JN Amsterdam.
- 1.3 These Terms and Conditions shall also apply to any affiliates or sister organizations of Stichting "Global Organization for PHA", collectively referred to as 'affiliates', insofar as they engage in activities related to the services provided by Stichting "Global Organization for PHA". GO!PHA has one affiliated entity: GOPHA Inc., a non-profit corporation 501(c)(3) registered with the Business Registration Division of the North Carolina Secretary of State under registration number 2616334.

### MEMBERSHIP

- 2.1 Prospective members must complete and submit the membership application form to apply for membership. The executive board reviews each application and notifies applicants of the outcome within 30 days.
- 2.2 Membership with GO!PHA automatically renews annually on the anniversary of admission.
- 2.3 Membership fees are invoiced annually and must be paid in full within 30 days of invoicing.
- 2.4 Upon renewal, membership will automatically extend for an additional year.
- 2.5 Membership termination is permissible at the member's discretion, contingent upon the provision of written notice to the organization at least one month preceding the membership renewal date. Such notice must be acknowledged by the organization to effectuate termination. Failure to provide adequate notice shall render the member responsible for the full annual dues for the subsequent membership term.

## **EVENTS, WORKSHOPS AND WEBINARS**

### **Scope, Definitions and Registrations (GTC)**

- 3.1 These Terms and Conditions apply to all contracts for participation in events, which include Workshops and Webinars (hereinafter referred to as “Events”).
- 3.2 The registration for participation in the Event is made via a data form on the Event website.
- 3.3 The registration is confirmed by an electronic transmission of an invoice. Upon receipt of the invoice, the contract for participation in the Event is concluded.

### **Subject of the contract, Changes to the Event**

- 4.1 Program changes, in particular changes in the schedule of Events, do not entitle the Participant to revoke the contract.
- 4.2 GO!PHA is entitled to cancel the Event at any time for good cause (e.g. in cases of force majeure, too few participants, etc.). In such a case, the Participant will be informed immediately of the cancellation and the advanced participation fee will be refunded.
- 4.3 Further claims of the Participant, in particular for damages, are excluded in this context.

### **Prices and Payments, Default of Payment, Right to set-off**

- 5.1 The participation fee applies per person and per Event date and is exclusive of any VAT, which may be applicable. The services included can be found in the description on the Event website. Further services are not included in the participation fee.
- 5.2 Payments can be made via credit card (Visa, MasterCard, American Express) and iDeal or upon prior agreement via advance payment by invoice.
- 5.3 Unless otherwise agreed, if payment is made by invoice, the participation fee will be due within 14 days following the date of invoice without any deduction or latest prior to the start of the Event.

### **Cancellation**

- 6.1 The Participant retains the option to irrevocably cancel participation in the Event prior to its commencement (hereinafter referred to as “Cancellation”), which must be communicated in writing.
- 6.2 If the cancellation notice is received no later than 48 hours before the Event's commencement, no cancellation fee will be imposed.
- 6.3 Cancellation requests made within 48 hours of the Workshop or Webinar, or thereafter, are not permissible.
- 6.4 In the event of advance payment by the Participant, as outlined in section 4.2, any such amounts shall be promptly refunded.
- 6.5 Please note that for specific events, alternative conditions may apply, and Participants are advised to refer to event-specific terms and conditions for further information.

## Liability

- 7.1 The Events will be held by carefully selected and qualified speakers and facilitators. However, we do not guarantee the accuracy, currency or completeness of the information presented by the speakers.
- 7.2 GO!PHA shall be liable in the event of a simply negligent breach of material contractual obligations, i.e. obligations the fulfillment of which is essential to the proper performance of the contract and the observance of which the Participant regularly trusts and may trust. In this case, however, our liability is limited to the total amount of the respective Event fee. Any further liability is excluded.
- 7.3 GO!PHA shall not be liable for any indirect loss or damage, such as: lost profit, lost savings, loss due to business interruption and any other consequential loss, or indirect loss or damage, which is the result of no, or not in a timely manner, or unsatisfactory performance.
- 7.4 In the event of a delay or non-performance of services, GO!PHA shall not be liable if this delay was caused by events which could not otherwise have been influenced with reasonable effort. This applies in particular in cases of force majeure (e.g. war, public measures as well as operational disruptions not caused by our fault) and other events or circumstances which are beyond our control and which we cannot prevent with reasonable care. We will immediately inform the Participant of the existence of such an event and take appropriate measures to keep the period of the event and its effects as limited as possible.

## Copyrights

- 8.1 The documents handed over to the Participant by GO!PHA or the speakers during the Events are protected by copyright. Intellectual property rights, copyright and other protective notices may neither be removed nor violated in any other way.
- 8.2 Any reproduction, transmission or other use of the materials provided – even in extracts – is only permitted with our express written consent.
- 8.3 Violations of the provisions mentioned in 6.1 and 6.2 constitute a breach of law which can be subject to both civil and criminal prosecution.

## CONSULTANCY SERVICES

### Engagement and execution of consultancy services

- 9.1 First, a cooperation agreement, approval of quotation or confirmation of assignment is issued, after which GO!PHA will confirm acceptance of assignment in writing. Binding cooperation agreements can only be established by representatives of the Executive Board and Management Team of GO!PHA.
- 9.2 All accepted project-based assignments will be executed by GO!PHA. GO!PHA retains the right to select the project members for said assignment, this also holds for assignments where a specific person is communicated.
- 9.3 GO!PHA remains the right to collaborate with 3rd parties in the execution of assignments. However, said collaboration will be transparently communicated and discussed with the client.

- 9.4 GO!PHA bears liability in project execution by members of GO!PHA only within the limits of its liability insurances. GO!PHA bears liability in project execution by members of GO!PHA only within the limits of the coverage of its liability insurances or the project size, whichever is higher.

## Compensation

- 10.1 Parties agree upon specific financial terms based on services and commitment required from one another. GO!PHA applies or applies a combination of the following fees:
- 10.1.1 Project or product fee: a fixed fee per project or product (incl. trainings, workshops)
  - 10.1.2 Consulting fee: a fixed fee per consulting commitment period (hour, day, week or month)
- 10.2 Ad-hoc and additional services will be charged at GO!PHA's standard hourly rates. GO!PHA standard rates are given below and are subject to revision on a yearly basis.
- 10.2.1 Senior expert: € 275 (ex. VAT)
  - 10.2.2 Project manager: € 175 (ex. VAT)
- 10.3 Travel time over 2 hours per day will be charged at 50% of the standard hourly rates. Inter-continental travel will be agreed upon on a case by case basis.
- 10.4 Other expenses like disbursements and travel expenses, are separately charged on a declaration basis, upon prior agreement with the client.

## PHA SAMPLE SHOP

### Scope, Definitions

- 11.1 These terms and conditions apply to all offers and all agreements regarding the orders of the PHA Sample Shop.
- 11.2 Any purchase from PHA Shop is confirmed by the electronic transmission of the invoice. Upon receipt of the invoice, the confirmation for a purchase is concluded; upon receipt of the sample by the consumer, the contract for purchase is concluded.
- 11.3 All purchases made are exclusively accepted and executed by the GO!PHA, not by or on account of an individual Employee.
- 11.4 The purpose of the sale of PHA materials from the PHA Shop is purely for research and development purposes, and not for commercial use.

### Prices

- 12.1 All prices are expressed in Euros, in accordance with the legal regulations, unless otherwise clearly stated on the order, invoice or sales quotation
- 12.2 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.

## Payment

- 13.1 GO!PHA offers iDEAL and credit card as payment options. On special request, GO!PHA may consider payment by bank/wire transfer.

## Delivery and Delivery Time

- 14.1 Orders will be delivered as quickly as possible. GO!PHA is a non-profit foundation 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. GO!PHA will actively communicate 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).
- 14.2 In the exceptional case that items cannot be shipped in the desired period, GO!PHA will contact the buyer beforehand to try to arrive at an agreement on how to process, including the option to cancel the order.
- 14.3 Orders are shipped to the delivery address noted in the buyer order. For international orders, the buyer is also responsible for any tariffs, taxes, fees, VAT, duties due upon receipt
- 14.4 Immediately after the goods have been delivered, the buyer bears the risk for all direct and indirect damage that may be 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 contacting GO!PHA immediately.
- 14.5 GO!PHA 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.

## Fulfillment and Ownership

- 15.1 The ownership of the goods, whether handled or unhandled, is transferred to the contracting party at the moment that the buyer pays GO!PHA 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.
- 15.2 GO!PHA is a communications, and advocacy non-profit foundation and not the manufacturer of the sample on the PHA Sample Shop. The fulfillment of samples is done exclusively by [Helian Polymers B.V.](#)
- 15.3 The samples with the Helian Polymers B.V. logos may not be rebranded and resold

## OTHER GENERAL TERMS & CONDITIONS

### Financial terms

- 16.1 GO!PHA applies an 8% interest rate on past-due accounts, with a minimum of € 40 per occurrence. Past-due accounts entail invoices not settled within 30 days of receiving the invoice.
- 16.2 If there is a default of payment, GO!PHA can use a debt collection agency to collect open claims after unsuccessful warnings. The collection costs shall be borne by the debtor.
- 16.3 Clients shall settle invoices by transferring the invoiced amounts directly to the GO!PHA bank account as specified on the invoices.
- 16.4 GO!PHA is a partially tax exempt organization, with its membership segment benefiting from tax-exempt status while other segments operate under standard tax regulations.

### Data Protection

- 17.1 The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.
- 17.2 When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the Event.
- 17.3 We will not pass any personal data onto anyone outside of GO!PHA.
- 17.4 We take all reasonable steps to protect your personal data including the use of encryption technology but cannot guarantee the security of any Data you disclose.
- 17.5 You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.
- 17.6 If you wish to change or update the data we hold about you, please email [gopha@gopha.org](mailto:gopha@gopha.org).

### Miscellaneous

- 18.1 Dutch law is applicable to these Terms & Conditions.
- 18.2 These General Terms and Conditions shall apply to all GO!PHA activities and services unless expressly stated otherwise.
- 18.3 Should there be any conflict between these General Terms and Conditions and specific terms governing a particular event, webinar, or transaction with the PHA Sample Shop, the specific terms shall prevail to the extent of such conflict.
- 18.4 Should any of the above provisions be or become void, this shall not affect the validity of the remaining provisions.
- 18.5 All disputes will be resolved by the competent court in Amsterdam, The Netherlands. The European Commission provides a platform for non-judicial online dispute resolution, which can be accessed at <https://ec.europa.eu/consumers/odr>. Our email address is: [gopha@gopha.org](mailto:gopha@gopha.org).

## About GO!PHA

**GO!PHA** is a member-driven, non-profit initiative to promote the use of biodegradable and compostable materials such as PolyHydroxyAlkanoate (PHA) biopolymers.

Renewable, biodegradable, and compostable materials provide a unique opportunity to reduce greenhouse gases and environmental plastic pollution while establishing circularity in materials used by offering sustainable, functional, and natural materials that are renewable and offer diverse end-of-life options.

**GO!PHA** provides a knowledge-sharing platform, organizes experiences, and facilitates joint development initiatives with these natural, unique, and innovative materials. Join our cause and be a part of the movement towards a better and more sustainable future!

### About PHA<sup>[1][2][3][4]</sup>

Polyhydroxyalkanoate (PHA) biopolymers are a class of natural materials that have existed for over 2 billion years. Like other natural materials such as wood, cellulose, proteins, and starch, PHA are produced in nature and this natural process (fermentation) is being used to produce them commercially.

Being a natural material, PHA are benign to living beings and are marine, freshwater and soil biodegradable. PHA are thermoplastic in nature having the attributes of 7 of the top selling fossil plastics in the world. PHA are being used in many applications to successfully replace fossil plastics<sup>5</sup>. PHA can be recycled for reuse, they are home and industrially compostable, and if they were to leak, they biodegrade in the marine environment, freshwater, and soil. Therefore, PHA does not create microplastics and in some countries they are even being used as animal feed.

***GO!PHA** is a UNEP-accredited organization that is actively involved in the UN Treaty on Plastics negotiations.  
EU Transparency Number: 946264840278-51*

<sup>1</sup> Koller, Martin & Mukherjee, Anindya. (2020). Polyhydroxyalkanoates – Linking Properties, Applications and End-of-life Options. Chemical & biochemical engineering quarterly. <https://doi.org/10.15255/CABEQ.2020.1819>

<sup>2</sup> Mukherjee, Anindya & Koller, Martin. (2022). Polyhydroxyalkanoate (PHA) Biopolyesters - Emerging and Major Products of Industrial Biotechnology. The EuroBiotech Journal. <https://doi.org/10.2478/ebtj-2022-0007>

<sup>3</sup> Koller, Martin & Mukherjee, Anindya. (2023). Polyhydroxyalkanoate (PHA) Bio-polyesters – Circular Materials for Sustainable Development and Growth. Chemical and Biochemical Engineering Quarterly. <https://doi.org/10.15255/CABEQ.2022.2124>

<sup>4</sup> Koller, M., Mukherjee, A., Obruca, S., Zinn, M. (2022). Polyhydroxyalkanoates (PHA): Microbial Synthesis of Natural Polyesters. In: Rehm, B.H.A., Wibowo, D. (eds) Microbial Production of High-Value Products. Microbiology Monographs, vol 37. Springer, Cham. [https://doi.org/10.1007/978-3-031-06600-9\\_8](https://doi.org/10.1007/978-3-031-06600-9_8)

<sup>5</sup> Koller, Martin & Mukherjee, Anindya. (2022). A New Wave of Industrialization of PHA Biopolyesters. Bioengineering. <https://doi.org/10.3390/bioengineering9020074>