

GENERAL TERMS AND CONDITIONS OF BUSINESS

Peiler & Klein Kunststofftechnik GmbH
Am Aischpark 13
D-91315 Höchstadt a. d. Aisch

I. General information and scope

- (1) Our terms and conditions of delivery apply exclusively to our deliveries and services; we do not recognise any terms and conditions of the buyer that conflict with or deviate from our terms and conditions of delivery unless we have expressly agreed to their validity in writing. Our terms and conditions of delivery shall also apply if we carry out the delivery or service to the buyer without reservation, knowing the terms and conditions of the buyer that conflict with or deviate from our terms and conditions of delivery.
- (2) These terms and conditions shall also apply for ongoing business relations for future transactions, in which no express reference is made to them, provided that the buyer was notified of the GTC's as a downloadable PDF file on the homepage www.peiler-klein.com when an order was previously confirmed by Peiler & Klein.
- (3) All agreements made between us and the buyer for the purpose of executing this contract are laid down in writing in this contract.
- (4) Our terms of delivery apply only to entrepreneurs within the meaning of § 14 of the BGB (Civil Code).

II. Offer and offer documents

- (1) All offers are subject to confirmation. The purchase contract or contract for work and services shall come into effect when the order is confirmed in writing by Peiler & Klein Kunststofftechnik GmbH with an order confirmation. Verbal agreements and subsequent requests for changes shall only become part of the contract if they have been notified in writing by us or the buyer and confirmed in writing by the contractual partner without delay.
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to written documents that are designated as "confidential". The buyer must obtain our express written consent before passing them on to third parties.

III. Prices and payment terms

- (1) Unless otherwise stated in the order confirmation, our prices are ex works including loading at the factory, but excluding packaging; this will be invoiced separately.
- (2) Statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.
- (3) The deduction of a discount requires a special written agreement.
- (4) We reserve the right to change our prices accordingly if cost reductions or cost increases occur after the conclusion of the contract, in particular due to collective wage agreements or changes in the price of materials. We will provide evidence of these to the buyer on request.
- (5) Unless otherwise stated in the order confirmation, the purchase price or compensation is due for payment net (without deduction) within 30 days of the invoice date. After expiry of the aforementioned period, the buyer shall automatically be in default of payment without the need for a separate reminder. With regard to the consequences of default in payment, the statutory provisions shall apply.

- (6) The buyer shall be entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, only if the counterclaims have been legally established or are undisputed.

IV. Delivery dates and delivery quantities

- (1) The start of the delivery period stated by us presupposes the clarification of all technical questions as well as the provision of the documents, approvals and releases to be obtained by the buyer.
- (2) Compliance with our delivery and performance obligation further presupposes the timely and proper fulfilment of the buyer's obligation. We reserve the right to plead non-performance of the contract.
- (3) Our delivery obligations are subject to the proviso of self-delivery. This shall only apply in the event that we are not responsible for the non-delivery. The buyer shall be informed immediately of the non-availability of the service. However, we undertake to assign any claims for compensation against upstream suppliers to the buyer.
- (4) The delivery period shall be extended appropriately if measures have to be taken within the scope of labour disputes, in particular strikes and lock-outs, as well as if unforeseen events occur which are beyond the supplier's control, insofar as such obstacles demonstrably have a considerable influence on the completion or delivery of the delivery item. This shall also apply if these circumstances occur at the sub-supplier's end. The aforementioned circumstances are also not the responsibility of the supplier if they arise during an already existing delay. In important cases, the supplier shall inform the buyer as soon as possible of the beginning and end of such obstacles. The same shall apply in the event of untimely self-delivery.
- (5) The delivery deadline shall be deemed to have been complied with if the delivery item has left our factory or notification of readiness for dispatch has been given by the time the delivery deadline expires. Insofar as acceptance of the service is to be carried out, the acceptance date shall be decisive, alternatively the notification of readiness for acceptance, except in the case of justified refusal of acceptance.
- (6) If the buyer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims and rights remain reserved.
- (7) Upon the occurrence of default in acceptance, the risk of accidental deterioration and accidental loss shall pass to the buyer.
- (8) The committed quantities are to be understood as an upper limit. The monthly call-off order is limited to a maximum of 1/12 of the committed annual quantity. Additional costs due to excess or short call-offs of the agreed quantities in the amount of +/- 5 % shall be borne by the buyer.
- (9) Partial deliveries are generally permissible when the object of the performance is determined by units of quantity. The rights of the buyer due to delay shall be limited to the part of the delivery that is not delivered. This shall not apply if the buyer has no interest in the partial delivery.

V. Provision of materials by the buyer

- (1) If it is agreed between us and the buyer that materials are to be provided by the buyer, the buyer must provide these at his own expense and risk in good time and in sufficient quantity and perfect condition.
- (2) If the buyer does not duly fulfil his obligation according to clause V. (1) in due time, any delivery periods shall not start. In addition, the buyer shall bear any additional costs incurred as a result of the delay, e.g. due to interruptions in production.

VI. Transfer of risk, packaging costs

- (1) Unless otherwise stated in the order confirmation, delivery ex works is agreed. Insofar as acceptance is to take place, this shall be the point of transfer of risk. This must be carried out on the acceptance date or, alternatively, immediately after the supplier has notified the buyer that the goods are ready for acceptance.

- (2) Transport packaging and all other packaging in accordance with the Packaging Ordinance will not be taken back, with the exception of pallets. The buyer is obliged to dispose of the packaging at his own expense.
- (3) If the buyer so desires, we shall cover the delivery by transport insurance; the costs incurred in this respect shall be borne by the buyer.

VII. Warranty for material defects

- (1) Claims for defects on the part of the buyer presuppose that the buyer has duly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 of the Commercial Code (HGB).
- (2) Insofar as there is a defect in the delivery item, we are entitled, at our discretion, to subsequent performance in the form of rectification of the defect or delivery of a new item that is free of defects. In the event of rectification of the defect, we shall bear the necessary expenses only up to the amount of the purchase price or compensation.
- (3) If the subsequent performance fails, the buyer shall be entitled, at its discretion, to demand withdrawal from the contract or a reduction in price.
- (4) We shall be liable in accordance with the statutory provisions if the buyer asserts claims for damages based on intent or gross negligence, including intent and gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (5) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- (6) Unless otherwise stipulated above, liability is excluded.
- (7) The limitation period for claims for defects is 12 months, calculated from the transfer of risk.

VIII. Secondary obligations

The provisions of point VII shall also apply mutatis mutandis to our liability in the event of a breach of secondary obligations, to the exclusion of further claims and rights of the buyer.

IX. Warranty for defects of title

- (1) Claims of the buyer based on defects of title shall be excluded if and to the extent that the defect is based on an instruction of the buyer or the buyer has modified or used the delivery item in a manner that is not in conformity with the contract. If third parties assert rights to the delivery item against the buyer, the buyer shall in any case be obliged to - inform the supplier immediately as soon as third parties assert infringements of rights against the buyer, to support the supplier to a reasonable extent in defending against the asserted claims or to enable the supplier to carry out suitable modification measures, - and not acknowledge any infringements of rights vis-à-vis third parties. In all other respects, the provisions of point VII shall also apply accordingly to our liability for defects of title.
- (2) If claims are asserted against us by third parties due to infringements of rights which are attributable to the conduct of the buyer, the buyer shall be obliged to indemnify us internally against the claims asserted by the third party.

X. Liability

- (1) We are not liable for financial losses caused by the negligent conduct of our employees and our legal representatives. Damage caused by gross negligence or intent is excepted from the exclusion of liability.
- (2) In the event of a negligent breach of contractual obligations, our liability shall be limited to the foreseeable damage typical for the contract.
- (3) There is expressly no limitation of liability in the event of injury to life, limb or health. The provisions of the Product Liability

Act shall remain unaffected.

- (4) Liability for indirect damages as well as consequential damages, in particular claims by third parties or loss of profit, is excluded.

XI. Retention of title

- (1) We retain title to the goods delivered by us until receipt of all payments under the delivery contract. The same applies to goods to be paid for via partial amortisation; in this respect, we retain ownership until the contractually stipulated condition (e.g. acceptance of the minimum order quantities within the term of the contract) has been met. In the event that the buyer acts in breach of contract, in particular in the event of default of payment, we shall be entitled to take back the goods. Us taking back the goods does not constitute a withdrawal from the contract unless we have expressly declared this in writing. The seizure of the delivery item by us shall always constitute a withdrawal from the contract. After taking back the delivery item, we shall be entitled to use it. The proceeds of the use shall be set off against the buyer's liabilities minus the reasonable utilisation costs.
- (2) In the event of seizures or other interventions by third parties, the buyer must inform us immediately in writing so that we can take legal action in accordance with § 771 of the Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the buyer shall be liable for the loss incurred by us.
- (3) The buyer is entitled to resell the delivery item in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim which is accrued to him from the resale against his customers or third parties, irrespective of whether the delivery item has been resold without or after processing. The buyer shall remain authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the buyer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended. However, if this is the case, we may demand that the buyer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.
- (4) The processing or remodelling of the delivery item by the buyer is always carried out for us. If the delivery item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery item (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the item delivered under reservation.
- (5) The buyer also assigns to us the claims to secure our claims against him which arise against a third party through the connection of the delivery item with a property.
- (6) We undertake to release the collaterals to which we are entitled at the request of the buyer insofar as the realisable value of our collaterals exceeds the claims to be secured by more than 10%; the choice of the collaterals to be released is ours.

XII. Devices and copyright

- (1) Devices, tools and other templates for the execution of the order, which have been developed and manufactured by us, shall remain our property, even if pro rata costs have been charged.
- (2) The buyer is solely responsible for ensuring that the execution of his order does not infringe any third-party rights, in particular copyrights, patents or utility models. The buyer shall indemnify us against all claims of third parties due to such infringements of rights.

XIII. Property rights

- (1) We shall not be liable insofar as we have manufactured the delivery items according to drawings, models or other equivalent descriptions or information provided by the buyer and do not know or, in connection with the products developed by him, do not need to know that industrial property rights are thereby infringed.

- (2) To the extent that we are not liable pursuant to clause (1), the buyer shall indemnify us against all claims of third parties.
- (3) The buyer undertakes to get informed immediately of any risks of infringement and alleged cases of infringement that become known and to give us the opportunity to clarify corresponding claims amicably.
- (4) As a matter of principle, we are not liable for loss of profit and damages from business interruption.
- (5) We shall be exclusively entitled to industrial property rights resulting from the provision of services by us.
- (6) Designs and construction proposals from us may only be forwarded to third parties with our permission.
- (7) In the event that the buyer proposes improvements or changes to our contractual services, we shall acquire all rights to the implementation or use of such proposals in the contractual services, in particular all exclusive rights of use and exploitation.

XIV. Safekeeping, insurance

- (1) Templates, drawings, raw materials, tools and other objects for reuse, as well as semi-finished and finished products, shall only be stored beyond the delivery date after prior agreement and against special remuneration. The buyer shall only be liable for intent and gross negligence.
- (2) The aforementioned items, insofar as they are provided by the buyer, shall be handled with care until the delivery date. We shall only be liable for damage in case of intent or gross negligence.
- (3) If the aforementioned items are to be insured, the buyer shall arrange for the insurance himself.

XV. Confidentiality

- (1) Drafts, design proposals, models, matrices, templates, samples, tools and other means of production, as well as confidential information made available to the buyer by us or coming to his knowledge, may only be made available to third parties with our prior written consent.
- (2) During the term of this agreement and for a period of three years thereafter, both parties shall maintain confidentiality vis-à-vis third parties regarding what is disclosed to them as confidential by the other party during the preparation and execution of the agreement ("Confidential Information").
- (3) The parties shall ensure that confidentiality is also maintained by their employees and representatives.
- (4) The parties are authorised to disclose confidential information to the prescribed extent on the basis of statutory provisions, a final judgement or a final administrative order.
- (5) Confidential Information does not include information which is or becomes generally known without any fault on the part of the disclosing party, was already known to the disclosing party before it was made available to it by the other party, was lawfully disclosed to the disclosing party by a third party without restrictions on disclosure, or was collected by the disclosing party itself without using or referring to the Confidential Information.

XVI. Data protection

The buyer agrees that business-related data may be stored and used within the scope of the mutual business relations.

XVII. Place of jurisdiction, place of performance, severability clause

- (1) If the buyer is a trader, a legal entity under public law or a special fund under public law, our place of business shall be the place of jurisdiction; however, we shall also be entitled to take legal action against the buyer at the court that has jurisdiction over the buyer's domicile.
- (2) The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods does not apply.
- (3) Unless otherwise stated in the order confirmation, our registered office shall be the place of performance.

- (4) The German version of these terms and conditions shall prevail.
- (5) Should individual provisions be or become invalid, this shall not affect the remaining provisions.