

GENERAL TERMS AND CONDITIONS OF PURCHASE

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

I. General information and scope

The following terms and conditions of purchase shall apply exclusively to our orders and contracts. Deviating terms and conditions of sale of the supplier shall only be deemed accepted if they have been approved by us in writing. The unconditional acceptance of deliveries and services or their payment does not imply an approval of the supplier's terms and conditions of sale.

II. a) Order and order confirmation

Orders must be placed in writing. Orders are also effective without a handwritten signature if a corresponding note is made on the order form. The supplier is obliged to confirm the order in the same form within a period of 3 days. After this 3-day period expires, we are entitled to cancel the order.

All conditions, specifications, standards and other documents attached to or referred to in the order are part of the order.

The supplier must consider the order a business secret and treat it as confidential. The supplier shall be liable for all damages incurred by us as a result of the breach of the aforementioned obligation.

II. b) Framework agreement

If there is a written framework agreement with the supplier for certain delivery items, we will not issue an order confirmation when placing orders or call-off orders for these delivery items. Individual orders within the framework agreement shall become effective if the supplier does not object to them within 3 working days of receipt. An order confirmation deviating from the order shall only become effective if we confirm it in writing. Call-off orders in accordance with the agreed delivery schedule do not require confirmation.

II. c) Demand planning

The quantities shown in the delivery schedule for the first 6 weeks are released for production. The further quantities included serve only for material planning. In the event of cancellation for technical or other reasons, the supplier may demand that we assume the material costs against transfer of ownership of the material, if the supplier proves that the procurement of the material was necessary to comply with the delivery schedule and that no other use of the material is possible. Any further assumption of costs is excluded.

II. d) Force majeure

Interruptions in production due to unavoidable events (force majeure, e.g. labour dispute) entitle us to rescind orders; otherwise, in cases of any barriers to acceptance of delivery, for which we are not responsible, the delivery and payment dates shall be extended in accordance with the duration of the delay.

III. Modification of the delivery item

If we request a change to the delivery item, the supplier must inform us immediately in writing of any additional or reduced prices and effects on deadlines with proof substantiating the same.

IV. Delivery dates

Agreed delivery dates and deadlines are binding. If deliveries do not take place by these dates for reasons for which the supplier is responsible, the supplier shall be in default without any warning.

The supplier must inform us immediately of any foreseeable delays in delivery.

If there is a delay in delivery, we shall be entitled to the statutory claims, in particular to compensation for any damage incurred by us as a result of the delay. Additional costs, in particular for necessary purchases of replacement goods, shall be borne by the

supplier. The unconditional acceptance of the delayed delivery does not constitute a waiver of claims for compensation.

V. Partial deliveries and shipping instructions

Partial deliveries require our consent and are to be marked as such in the shipping documents.

The supplier shall specify the order and job number in all documents related to an order. All shipping documents shall be duly provided with the details specified by us, in particular with the order number, order item, job number, number of packages, dimensions, and the number of pieces and weight per item. The supplier shall bear the costs arising from non-compliance with our shipping instructions. Unless proven otherwise, the values determined during our incoming goods inspection shall be decisive for the number of pieces, weights and dimensions. Unless otherwise agreed in writing, all deliveries shall be ex works.

The deliveries shall be shipped in compliance with the general regulations on transport and freight in appropriate delivery packaging. We will not bear the costs for transport insurance and packaging. Insofar as the supplier is obliged under the Packaging Ordinance to take back the packaging used, he shall bear the costs of return transport and recycling of the packaging.

VI. Invoicing and terms of payment

The supplier shall issue an invoice for each delivery or service separate from the shipment. The wording of the invoice must correspond to the order references and contain our order number. Invoices that do not specify these details will be returned by us and these invoices will not be due. The invoice shall be payable from the working day following receipt of a proper and verifiable invoice or from the working day following acceptance of the goods or service - whichever date is later.

Payment shall be settled at our discretion from the date of receipt of the invoice, without prejudice to our right to make complaints at a later date. In case of early acceptance of the delivery items, the invoice shall be due from the delivery date in accordance with the order or from the receipt of the invoice - whichever date is later. If the delivery is defective, we shall be entitled to withhold payment until proper fulfilment, without loss of rebates, discounts and similar payment concessions.

VII. Liability for defects, examination of defects, quality inspection

The supplier shall be responsible for ensuring that the delivery items are free of material defects and defects of title. We are entitled to inspect the delivery items according to recognised sampling procedures in the ordinary course of business. The supplier shall waive the objection of delayed notification of defects if the defects discovered in the aforementioned procedure are notified to him immediately or the undiscovered defects are notified to him immediately after they are discovered.

Unless otherwise agreed in writing, the claims for defects for the delivery items shall become time-barred 24 months after commissioning/use of the end product.

We shall be entitled to the statutory defect claims without restriction. The supplier shall, at our discretion, either remedy the defect free of charge or provide a replacement delivery. The supplier shall be entitled to a maximum of two attempts at subsequent performance. If, after notifying the supplier of a defect, the supplier is evidently unwilling or unable to provide subsequent performance as quickly as required to prevent disproportionate further damage, we shall be entitled to remedy the defect ourselves or have it remedied by third parties and to demand reimbursement of the necessary costs and expenses. The same applies if the supplier has not remedied the defect after the expiry of a reasonable deadline set by us in writing without any action by the supplier.

VIII. Substances used

The supplier guarantees that he complies with the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No 1907/2006 of 30/12/2006) in its currently valid version - hereinafter referred to as the REACH Regulation - and in particular that the substances have been registered.

We are not obliged to obtain authorisation under the REACH Regulation for any goods supplied by the supplier.

The supplier further assures not to deliver any products containing substances according to

- Annex 1 to 9 of the REACH Regulation in the currently valid version;
- Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants), in the currently valid version;
- EC Regulation 1005/2009 on substances that deplete the ozone layer, in the currently valid version;
- the Global Automotive Declarable Substance List (GADSL) in the currently valid version (on www.gadsl.org);
- RoHS (2002/95/EC) for products according to their scope of application;
- Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act" dated 21/07/2010) in the currently valid version.

If the delivered goods contain substances which are listed on the so-called "Candidate List of Substances of very High Concern" ("SVHC list") according to REACH, the supplier is obliged to notify this immediately. This also applies if substances not previously listed are added to this list when deliveries are ongoing. The current list can be seen at http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp

Furthermore, the products must not contain asbestos, biocides or radioactive material.

If these substances are contained in the products delivered to us, we must be informed in writing prior to delivery, specifying the substance and the identification number (e.g. CAS) and a current safety data sheet of the product to be delivered. The delivery of these products requires a separate approval from us.

The supplier is obliged to indemnify us against any liability in connection with the supplier's non-compliance with the above-mentioned regulations or to compensate us for any damage incurred by us as a result of or in connection with the supplier's non-compliance with the regulations.

IX. Quality assurance and product safety

The supplier shall notify us in good time prior to delivery regarding any changes in production processes, materials or supplier parts for the delivery items, relocations of production sites, furthermore regarding changes in processes or equipment for testing the delivery items or other measures which may affect the quality and/or safety of the delivery items. Changes to the stipulated specifications may not be made without our consent.

All changes to the delivery items and product-relevant changes in the process chain must be documented in a product life cycle. Among other things, changes to drawings, deviation approvals, process changes, changes to test methods and test frequencies, changes to suppliers, supplier parts and operating materials must be documented here. The documentation of the product life cycle is to be disclosed to us upon request. In case of products that have been approved by an initial sample inspection report, the products manufactured and delivered thereupon must always comply with this quality.

X. Product liability and recall

If claims are asserted against us by a buyer or third party on the grounds of product liability, the supplier shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in a delivery item. In such cases, the supplier shall bear all costs and expenses, including the costs of legal proceedings.

If a safety-relevant defect in the delivery items makes a recall necessary or if it is ordered by the authorities, the supplier shall also bear all costs and expenses of the recall. We will coordinate the content and scope of such a recall with the supplier as far as possible and reasonable. In particular, we shall be entitled to take action in the interest of the supplier, if the supplier's business operations are not equipped to carry out the recall. In all other respects, the statutory provisions shall apply.

XI. Industrial property rights

The supplier shall be responsible for ensuring that industrial property rights of third parties are not infringed in connection with his delivery. If claims are made against us by third parties due to such an infringement, the supplier shall indemnify us against all claims and bear all costs and expenses in connection with the claim.

XII. Rights to documents provided

Documents, data, computer information, software, materials, type-specific tools or devices and objects (e.g. samples, models) - hereinafter referred to as "material" - which we provide the supplier for the execution of an order shall remain our property and must be treated with care, and maintained and insured by the supplier at our request. All rights thereto, with the exception of the order-related rights of joint use, shall be ours alone. The material may neither be used for purposes other than those related to the order, nor reproduced, nor made accessible to third parties without our written consent. Products which are manufactured with the help of the material according to our specifications or with their significant use in the development, may only be delivered to third parties with our written consent.

If the supplier acquires such material from us or from third parties specifically for the purpose of executing our order, with the proviso that we finance the investment and/or an option exists according to which we can or must purchase the material at the latest after execution of the order, the provisions in paragraph 1 shall apply accordingly. The same shall also apply if the material is the property of the supplier but our know-how is contained or embodied in the material or in the products to be manufactured with the help of the material.

XIII. Data protection

The supplier agrees that we may store the supplier's data required within the scope of the business relationship and the contracts concluded with the supplier electronically and only use them for our own purposes within our affiliated companies.

XIV. Place of jurisdiction and place of performance

- (1) If the supplier 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 supplier at the court that has jurisdiction over the supplier'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.