

## **General Terms and Conditions of Business**

Multiplast Kunststoffverarbeitung GmbH, Industriestraße 6, D-94513 Schoenberg (hereinafter the "seller")

### **I. Validity of the conditions**

The deliveries and offers of the seller are made exclusively on the basis of these terms and conditions of business. These therefore also apply to future terms and conditions of business, even if they are not expressly agreed again. These conditions are considered accepted at the latest on receipt of the goods or services. Counter-confirmations by the buyer with reference to his pre-formulated terms and conditions of business are contradicted.

### **II. Offer and conclusion of contract**

The offers of the seller are subject to change and are non-binding. Declarations of acceptance and all orders require the written or telex confirmation of the buyer for legal validity.

Drawings, illustrations, dimensions, weights or other performance data are only binding if expressly agreed in writing.

The seller's sales employees are not authorised to make verbal subsidiary agreements or verbal assurances that go beyond the content of the written contract.

By placing the order, the customer / buyer guarantees that he is solvent and creditworthy.

By placing the order, we are entitled to hedge the business through credit insurance and to provide the insurer with the required data.

### **III. Prices / Payment conditions**

We reserve the right to change our prices appropriately if, after conclusion of the contract, cost reductions or cost increases occur, in particular due to wage settlements or material price changes. We will prove this to the customer on request.

### **IV. Delivery and service time**

Delivery dates or deadlines, which may be agreed as binding or non-binding, must be in writing.

Delivery and performance delays due to force majeure or due to events that make the delivery significantly more difficult or impossible for the seller - this includes, in particular strikes, lockouts, official orders, etc., even if they occur to the seller's suppliers or their sub-contractors – are not the responsibility of the seller, even for bindingly agreed dates and deadlines. They shall entitle the seller to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time, or to withdraw from the contract as a whole or in part due to the unfulfilled proportion.

If the hindrance lasts for more than three months, the buyer shall be entitled, after a reasonable grace period, to withdraw from the contract with respect to the still unfulfilled part thereof. If the delivery time is extended or if the seller is released from his obligation, the buyer may not derive any claims for damages from this.

If the seller is responsible for non-compliance with binding dates and deadlines or is in default, the buyer shall be entitled to compensation of ½ % for each full week of delay, but in total up to 5 % of the invoice value of the deliveries and services affected by the delay. Further claims are excluded, unless the delay is due to at least gross negligence on the part of the seller.

The seller shall be entitled to make partial deliveries and perform partial services at any time.

Compliance with the delivery and service obligations of the seller requires timely and orderly fulfilment by the buyer.

If the buyer is in default of acceptance, the seller shall be entitled to demand compensation for the damage incurred; upon occurrence of default of acceptance, the risk of accidental deterioration and accidental loss shall pass to the buyer.

### **V. Warranty**

The buyer must notify the seller of any defects in writing without delay, but no later than one week after receipt of the delivery item. Defects that cannot be detected even by a careful examination within this period must be reported to the seller in writing immediately after discovery.

In the event of a timely notice of complaint due to defects, the seller shall have the choice either of delivering replacement goods or refunding the purchase price, or demanding that the defective part or device be sent to the seller for repair and subsequent return.

If re-work fails after a reasonable period, the buyer may demand either a price reduction or cancellation of the contract.

Liability for normal wear and tear is excluded.

The above paragraphs contain the final warranty for the products and exclude other warranty claims of any kind. This does not apply to claims for compensation for guaranteed characteristics which are intended to protect the buyer against the risk of consequential damage due to defects.

### **VI. Retention of title**

All delivered goods shall remain the property of the seller until full settlement of all the seller's claims, including claims arising in the future from the current business relationship (in the case of payment by bills of exchange and cheques, until their redemption).

The buyer shall take possession of the goods in trust for the seller, as custodian. However, he may sell or process the goods as part of the ordinary course of business. Any pledging or transfer of ownership of the reserved goods as security in favour of third parties is excluded without the consent of the seller. If the goods are seized by a third party, the seller must be notified

immediately, indicating the name and address of the attachment creditor. The buyer hereby assigns in full to the seller by way of security all claims arising from resale or for any other legal reason (in particular insurance, unlawful actions) with regard to the reserved goods.

In the event of a breach of contract by the buyer - in particular default of payment - the seller shall be entitled to reclaim the reserved goods, or, if necessary, to demand assignment of the surrender claims to third parties. Reclaiming the goods or seizure of the reserved goods by the seller does not involve withdrawal from the contract.

#### **VII. Payment terms**

The payment of the seller's invoice is free of charge to the seller, namely:

For cash payment or receipt of the amount by the seller within 10 days from the date of invoice, with 2 % cash discount.

If payment is received by us within 30 days from date of invoice, net.

A cash account shall only be granted if all payment obligations from previous deliveries have been fulfilled.

A payment is considered to be made when the seller can dispose over the amount.

Bills of exchange with maturities longer than 3 months are not accepted. Bank, discount and collection charges are to be reimbursed. The seller reserves the right to collect own or other acceptances. The seller does not assume any guarantee for submission or protest. Pre-dated cheques will not be accepted. If the payment period is exceeded, the statutory default interest shall be deemed agreed.

The buyer is only entitled to set-off, retention or a price reduction, even if notice of defects or counterclaims are asserted, if the counterclaims are legally established or are undisputed. However, the buyer is also entitled to retention for counterclaims from the same contractual relationship .

For orders and unknown buyers, we are entitled to deliver subject to cash on delivery.

For export transactions the following additionally applies:

Customary commercial clauses are to be interpreted in accordance with the 1990 Incoterms regulations. All fees, taxes and costs associated with the contract shall be borne by the customer.

If it has been agreed that the seller shall pay customs and import duties of the country of destination, then increases of such fees between the order confirmation and delivery of the goods shall be borne by the buyer.

#### **VIII. Final provisions**

For these terms and conditions of business and the entire legal relationship between seller and buyer, the law of the Federal Republic of Germany shall apply.

The place of performance for both contracting parties is Schönberg. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Passau.

All previous terms of sale, delivery and payment are superseded by these general terms and conditions of business.

Should a provision in these terms and conditions of business or a provision in the context of other agreements be or become ineffective, this will not affect the validity of any of the other provisions or agreements.