

## 1. General

The following Terms and Conditions shall apply for any and all legal transactions entered into by and with us. Any contradictory terms and conditions of our business partners, e.g. conditions of purchase, shall be excluded. Our Terms and Conditions shall prevail in any case, even if we have not explicitly refused the contradictory terms and conditions of the respective business partner. Any changes to these our Terms and Conditions have to be agreed in writing.

## 2. Order confirmation

The content of any orders shall be determined by our written order confirmation; any side agreements and amendments shall also require our written confirmation.

## 3. Delivery, period of delivery

The period of delivery shall be deemed observed if the delivery item has left the company or notice of its readiness for dispatch has been made by the end of the delivery period.

The period of delivery shall be reasonably extended in case of industrial action, in particular strike and lockout, as well as in the event of unforeseen obstacles beyond our control as far as these verifiably have a considerable negative effect on the production and dispatch of the delivery items.

The agreed period of delivery shall always be effective after clarification of any and all technical and commercial details. Insofar all periods of delivery shall be non-binding. Periods of delivery shall exclusively be binding if the delivery date has been confirmed in writing to be binding.

As far as we are liable for the non-observance of periods of delivery that have been agreed as binding or if we are liable for a delay in delivery, the contractual partner shall be entitled to a compensation for the delay in the amount of 1.2% for each completed week of delay; however, this amount shall not exceed 5% of the invoice amount of the deliveries and services affected by the delay. Any further claims, in particular any claims for damages, shall be excluded.

We shall be entitled to make partial deliveries and to render partial services.

Blanket orders placed for several releases of units shall have a standard maximum term of 12 months, unless agreed otherwise in writing.

## 4.

If the purchaser does not accept in full or in part a quantity for which a firm order was placed, we shall be entitled to assert claims with respect to the damage caused, whereby the lump sum assumed for the loss of profit equals 20% of the sale price or the partial sale price, respectively. The purchaser shall have the right to prove that we have suffered no or a substantially lower damage due to the loss of profit.

## 5. Terms of payment

The following terms shall apply:

10 days following receipt of invoice 2% cash discount;

30 days following receipt of invoice net.

Tools manufactured by the supplier or by a third party on behalf of the supplier for the execution of the purchaser's orders will be charged in full. The following terms of payment shall apply to tools:

50% upon placement of the order;

50% upon receipt of the initial sample;

payment must be made net without deductions.

We will not accept bills of exchange. Acceptance of cheques takes place pro forma only and is only deemed proper payment upon credit to our account.

In the event of a delay in payment, the purchaser owes to us the interest customary in the banking sector following the first reminder. For each reminder we will charge a processing fee in the amount of € 25.00 in addition to all other costs incurred.

Our delivery obligation shall be suspended for as long as the purchaser is in delay with any of his liabilities. In case of doubts as to the purchaser's solvency, we shall be entitled to rescind from the delivery contract without granting an additional respite to the extent the contract has not yet been fulfilled or we shall be entitled to make further fulfilment dependant on the provision of security or to request advance payments.

## 6. Prices, Despatch

All prices are subject to confirmation.

Prices are quoted ex works and without packaging and transport plus the statutory additional tax applicable on the delivery date. Prices do not contain any ancillary costs or incidental expenses.

Shipping shall always be effected at the orderer's risk and expense. In case of a considerable increase in general prices for energy or any other material increase in wages or prices for raw materials or auxiliary materials after the conclusion of the contract or after sending our order confirmation, the agreed sale price shall be determined anew in consideration of the increased production costs and the applicable prices.

## 7. Tools

We will carefully store and maintain the tools for repeat orders. The duty to store the tools shall terminate if the purchaser does not place a re-order within 2 years following the last delivery. We shall not be liable for damage to or destruction of the tools during storage. A respective insurance must be taken out by the purchaser.

## 8. Notice of Defects

Upon delivery the purchaser shall forthwith examine the goods for freedom from defects. Any notices of cognisable defects shall be made in writing within 8 days from receipt of the goods, otherwise they are delayed. If apparent defects are not reported in time or if no proper notice is made thereof, the respective warranty shall not apply.

In case of justified complaints which are recognized by us, we shall be entitled to correct the defect or to make a replacement delivery or to issue a credit note.

If it is not possible to remedy the defect or deliver a new product, the purchaser shall, at his own discretion, be entitled to opt for rescission from the purchase contract or reduction of the purchase price.

Any liability due to a positive breach of contract in connection with warranties shall be excluded.

Any customary deviations in quality, thickness, measurement or colour as well as excess deliveries or short deliveries are usual in this trade;

for plastic parts	- + 10%
for carbox products	up to 500 pieces 30%
	up to 3,000 pieces 20%
	more than 3,000 pieces 10%

they do not justify additional claims, purchase price reductions or any claims arising from the defects or otherwise.

## 9. Reservation of ownership

Until the settlement of any and all claims (including balance claims) to which we are or will be entitled, irrespective of the legal ground, towards the purchaser now or in future, the following security shall be provided to us and we will release such security upon request at our discretion as soon as the value of such security effectively exceeds the claims by more than 10%.

The goods shall remain our property.

Regarding the processing and transformation, we always act as the manufacturer of the products; however, without any obligation for us. In case our (co-)ownership ends due to connection, it is hereby agreed that we will acquire (co-)ownership in the connected objects in the proportion of the value of our product (value of the invoice) to the value of the other materials. The purchaser shall safekeep the (co-)ownership for us free of charge.

Goods of which we obtain (co-)ownership shall hereinafter be referred to as conditional commodity.

The purchaser shall be entitled to process and sell the conditional commodity in the proper course of business as long as the purchaser is not in default. Pledges or trust receipts shall not be permissible. The purchaser hereby fully assigns to us, as a precaution, any claims arising from the resale of conditional commodity or from any other legal ground (insurance, unlawful act) regarding the conditional commodity.

We irrevocably empower the purchaser to collect the claims assigned to us on our account and in the purchaser's name. Upon our request, the purchaser shall be obliged to disclose the assignment and to provide the required information and documentation.

In case of any third party's access to the conditional commodity, the purchaser shall point out our ownership and shall inform us forthwith.

Any costs or damage shall be borne by the purchaser.

In case of any actions of the purchaser in violation of the contract - in particular in case of any delays in payment - we shall be entitled to take the conditional commodity back at the purchaser's cost and, if applicable, to claim the assignment of the purchaser's claim for return against third parties. Our taking back or pledging the conditional commodity shall not represent a withdrawal from the contract, unless the German statute concerning instalment sales (*Abzahlungsgesetz*) applies.

During the offer phase any samples or drawings made by us shall be considered our property and must not be forwarded to third parties by the potential purchaser. They shall only pass into the purchaser's ownership upon placement of the order and payment.

## 10. Limitation of liability

Any claims for damages, both against us and against persons employed in performing an obligation and/or vicarious agents, arising from the impossibility of performance, from any breach of contract, culpa in contrahendo, or tortious acts shall be excluded, as far as they are not due intentional misconduct or gross negligence.

In any case the claims for damages shall be limited to reliance interest. Damages for any consequential harm caused by a defect shall be excluded as far as they are not due to deliberate acts. To the extent permissible, any liability shall be limited to the value of the product.

If we have to deliver goods made according to drawings, models or samples received by us from the purchaser, the purchaser guarantees that the manufacturing and delivery of such goods does not infringe on any third party's industrial property rights.

## 11. Preclusion of setoff

The setoff of payments due to any counter-claims of the purchaser which are contradicted by the seller shall be excluded unless such counter-claims have been recognised or legally confirmed.

A right may only be exercised on the basis of the same legal position.

## 12. Place of fulfilment and jurisdiction

The place of fulfilment for any and all rights and obligations arising under this agreement shall be Dietzenbach.

The exclusive place of jurisdiction for any disputes arising out of and in connection with the contractual relationship shall be Offenbach am Main according to section 38 paragraph 8 of the German Code of Civil Procedure (§ 38 Abs. 8 ZPO).

## 13.

If any provision of these Terms and Conditions or any provision within the scope of other agreements is or becomes ineffective, the effectiveness of the remaining provisions or agreements shall remain unaffected.

Business relationships and any and all legal relationships between us and the purchaser shall be governed by the laws of the Federal Republic of Germany.

**This translation of the German terms and conditions is a convenience translation and has been made for information purposes only. In case of any discrepancies between the German and the English version, the German version shall prevail.**