

## General Terms of Sales and Delivery of Plastium GmbH

### § 1 Scope

- (1) These General Terms and Conditions of Sale (hereinafter referred to as GTC) apply to all contracts concluded between us, Plastium GmbH, Hornberger Str. 85, 78730 Lauterbach, info@plastium.com (hereinafter referred to as PLASTIUM or we/us), and you as our customer. We offer our services exclusively to commercial end users. In this respect, the GTC apply exclusively to commercial end customers. Use by consumers is excluded.
- (2) All agreements made between you and us in connection with the purchase contract are based in particular on these Terms and Conditions of Sale, our written order confirmation and our declaration of acceptance.
- (3) The version of the GTC valid at the time the contract is concluded shall apply.
- (4) In the case of ongoing business relationships, these Terms and Conditions shall also apply to future transactions in which no express reference is made to them, provided that they were received by the customer in connection with an order previously confirmed by PLASTIUM
- (5) We do not accept deviating terms and conditions of the customer. This shall also apply if we do not expressly object to their inclusion.

### § 2 Conclusion of contract / Offers

- (1) Orders only become binding once PLASTIUM has confirmed the order. This also acts as a declaration of acceptance on our part.
- (2) All offers are subject to change unless they are expressly designated as fixed offers.
- (3) Amendments and supplements must be made in text form and require the express consent of PLASTIUM.

### § 3 Prices

- (1) Unless expressly agreed otherwise, prices are ex works excluding freight, customs duties, ancillary import duties and packaging plus VAT at the statutory rate.
- (2) If the relevant cost factors change significantly after submission of the offer or after order confirmation up to delivery, PLASTIUM and the Customer shall agree on an adjustment of the prices and the cost shares for molds.
- (3) If the price is agreed to be dependent on the weight of the parts, the final price shall be based on the weight of the approved reference samples.

- (4) PLASTIUM is not bound by previous prices for new orders or follow-up orders. A separate offer and order confirmation shall be issued.

#### **§ 4 Terms of payment**

- (1) Unless otherwise agreed, the purchase price for deliveries or other services is payable with a 2% discount within 14 days and without deduction within 30 days of the invoice date. The granting of a discount is subject to the settlement of all undisputed invoices due earlier.
- (2) The purchase price and shipping costs can only be paid using the payment methods we offer.
- (3) If the agreed payment date is exceeded, interest shall be due at the statutory rate of 9 percentage points above the respective prime rate. We expressly reserve the right to claim further damages.
- (4) The customer may only offset or assert a right of retention if his claims are undisputed or have been legally established. The customer is also entitled to offset against our claims if counterclaims arise from the same purchase contract.
- (5) Sustained non-compliance with payment terms or circumstances that give rise to serious doubts about the customer's creditworthiness shall result in all outstanding claims of PLASTIUM against the customer becoming due immediately. Furthermore, in this case PLASTIUM is entitled to demand advance payments for outstanding deliveries and to withdraw from the contract after a reasonable period for payment has expired without success.
- (6) Our terms of delivery and payment, to which our customer declares his agreement when placing the order, shall apply exclusively, and this shall also apply to future transactions, even if no express reference is made to them, but they have been received by the customer with an order confirmed by us. If the order is placed in deviation from our Terms and Conditions of Delivery and Payment, only our Terms and Conditions of Delivery and Payment shall apply, even if we do not object. Deviations shall therefore only apply if they have been expressly recognized by us in writing.
- (7) We are entitled to assign the claims arising from our business relations.
- (8) Factoring customers: All payments shall be made with debt-discharging effect exclusively to VR Factoring GmbH, Hauptstraße 131 - 137, 65760 Eschborn, to which we have assigned our present and future claims arising from our business relationship. We have also transferred our reserved property to VR Factoring GmbH.

In order to fulfill our factoring agreement (assignment of our receivables and transfer of debtor management), we will forward the following data to the financial services institution VR Factoring:

- Names and addresses of our debtors
- Data on our receivables from our debtors (in particular gross amount and due date)
- Names of contact persons and contact details of our debtors (telephone number, e-mail address) in their company for reconciliation of accounts receivable accounting

VR-Factoring will pass on the company data of the debtors to credit agencies and commercial credit insurers as well as to processors (IT data processing, printing service providers, etc.).

Further details on data processing can be found in VR Factoring GmbH's "Data Protection Statement", which you can view and download online at <http://www.vr-factoring.de/datenschutz>.

It is not necessary to withdraw from the contract in order to assert the rights arising from retention of title, unless the customer is a consumer.

Offsetting by the customer with counterclaims is excluded unless the counterclaims are undisputed or have been legally established. The assertion of a right of retention by the customer is excluded unless it is based on the same contractual relationship or the counterclaims are undisputed or have been legally established.

### **§ 5 Shipping, shipping conditions**

- (1) Unless otherwise agreed, PLASTIUM shall select the packaging, shipping method and shipping route. The shipping costs are shown separately in the order documents.
- (2) The risk is transferred to the customer when the goods leave PLASTIUM's factory, even in the case of carriage paid delivery. In the event of delays in dispatch for which the Customer is responsible, the risk shall pass upon notification of readiness for dispatch.
- (3) At the written request of the customer, the goods shall be insured at his expense against risks to be specified by him.
- (4) PLASTIUM is entitled to make partial deliveries. If we fulfill the order through partial deliveries, shipping costs will only be charged for the first partial delivery. If the partial deliveries are made at the customer's request, we will charge separate shipping costs for each partial delivery.

### **§ 6 Retention of title**

- (1) The delivered goods shall remain our property until full payment of all outstanding claims to which we are entitled against the customer. The customer is entitled to resell the goods in the ordinary course of business as long as he is not in default of payment. However, the customer may not pledge the reserved goods or assign them by way of security. The customer hereby assigns to us by way of security the customer's claims for payment against his customers arising from the resale of the goods subject to retention of title as well as those claims of the customer in respect of the goods subject to retention of title which arise for any other legal reason (including against third parties).
- (2) Any processing or transformation of the reserved goods by the customer shall always be carried out on our behalf. If the reserved goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice amounts incl. VAT) to the other combined or mixed items at the time of combination or mixing.
- (3) If the customer's item is to be regarded as the main item, the customer shall transfer co-ownership of this item to us on a pro rata basis. We accept the transfer.

## **§ 7 Delivery, force majeure**

- (1) Delivery periods begin after receipt of all documents required for the execution of the order, the down payment and the timely provision of materials, insofar as these have been agreed. The delivery deadline is deemed to have been met upon notification of readiness for shipment if shipment is delayed or impossible through no fault of PLASTIUM.
- (2) Events of force majeure entitle PLASTIUM to postpone delivery for the duration of the hindrance and a reasonable start-up period, or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract if fulfillment becomes impossible. Force majeure includes strikes, lockouts or unforeseeable, unavoidable circumstances, e.g. operational disruptions, which make it impossible for PLASTIUM to deliver on time despite reasonable efforts; PLASTIUM must provide evidence of this. This also applies if the aforementioned impediments occur during a delay or at a subcontractor. The Customer may request PLASTIUM to declare within two weeks whether it wishes to withdraw from the contract or deliver within a reasonable grace period. If it does not make a declaration, the customer may withdraw from the unfulfilled part of the contract. PLASTIUM shall notify the customer immediately if a case of force majeure as described in paragraph 1 occurs. It must minimize any disruption to the customer as far as possible.

## **§ 8 Warranty**

- (1) Decisive for the quality and design of the products are the reference samples, which PLASTIUM will submit to the customer for inspection upon request. The reference to technical standards serves to describe the performance and is not to be interpreted as a guarantee of quality.
- (2) If PLASTIUM has advised the customer outside of its contractual performance, it shall only be liable for the functionality and suitability of the delivery item if this has been expressly warranted.
- (3) Notices of defects must be made to PLASTIUM immediately, at least in text form. In the case of hidden defects, the complaint must be made immediately after discovery. In both cases, unless otherwise agreed, all claims for defects expire twelve months after the transfer of risk. The limitation period shall commence upon delivery of the goods.

## **§ 9 Liability**

- (1) PLASTIUM shall be liable to the customer in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.
- (2) In other cases, we shall only be liable - unless otherwise regulated in paragraph 3 - in the event of a breach of a contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which you as a customer may regularly rely (so-called cardinal obligation), limited to compensation for foreseeable and typical damage. In all other cases, our liability is excluded, subject to the provision in paragraph 3.

- (3) Liability for damages resulting from injury to life, limb or health and under the Product Liability Act remains unaffected by the above limitations and exclusions of liability.

### **§ 10 Molds (Tools)**

- (1) The price for molds also includes the costs for one-time sampling, but not the costs for testing and processing equipment or for changes requested by the customer. Costs for further sampling for which PLASTIUM is responsible shall be borne by the Customer.
- (2) Unless expressly agreed otherwise, PLASTIUM is and remains the owner of the molds manufactured for the Customer by PLASTIUM itself or a third party commissioned by it. Molds are only used for the Customer's orders as long as the Customer meets its payment and acceptance obligations. PLASTIUM is only obliged to replace these molds if they are required to fulfill an output quantity guaranteed to the Customer. PLASTIUM's obligation to store the molds expires two years after the last delivery of parts from the mold and prior notification of the customer
- (3) If, as agreed, the customer is to become the owner of the molds, ownership is transferred to the customer after full payment of the purchase price. The handover of the molds to the customer is replaced by storage for the benefit of the customer. Irrespective of the customer's statutory right to surrender and the service life of the molds, PLASTIUM is entitled to exclusive possession of the molds until termination of the contract. PLASTIUM must mark the molds as third-party property and insure them at the Customer's request and expense.
- (4) In the case of customer-owned molds in accordance with paragraph 3 and/or molds provided by the customer on loan, PLASTIUM's liability with regard to storage and care is limited to the same care as in its own affairs. The Customer shall bear the costs of maintenance and insurance. PLASTIUM's obligations shall lapse if the Customer fails to collect the molds within a reasonable period after completion of the order and a corresponding request. As long as the Customer has not met its contractual obligations in full, PLASTIUM shall in any case have a right of retention to the molds.

### **§ 11 Provision of materials**

- (1) If materials are supplied by the customer, they must be delivered on time and in perfect condition at the customer's expense and risk with an appropriate quantity surcharge of at least 5%. Further details shall be specified in the order agreement.
- (2) If These conditions are not met, the delivery time shall be extended accordingly. Except in cases of force majeure, the customer shall also bear the additional costs incurred for interruptions to production.

### **§ 12 Industrial property rights and defects of title**

- (1) If PLASTIUM has to deliver according to drawings, models, samples or using parts provided by the Customer, the Customer shall be responsible for ensuring that the property rights of third parties are not infringed as a result. PLASTIUM shall inform the Customer of any rights of which it is aware.

- (2) The Customer must indemnify PLASTIUM against third-party claims and compensate PLASTIUM for any damage incurred. If the Customer is prohibited from manufacturing or delivering by a third party with reference to a property right belonging to it, PLASTIUM is entitled - without examining the legal situation - to suspend work until the legal situation between the Customer and the third party has been clarified. If PLASTIUM can no longer reasonably be expected to continue the order due to the delay, it is entitled to withdraw from the contract after prior warning.
- (3) Drawings and samples provided to PLASTIUM that have not led to an order will be returned on request; otherwise we are entitled to destroy them three months after submission of the offer. This obligation applies to the customer accordingly. The party entitled to destroy them must inform the contractual partner of its intention to destroy them in good time in advance.
- (4) PLASTIUM is entitled to the copyrights and any industrial property rights, in particular all rights of use and exploitation rights to the models, molds and devices, drafts and drawings designed by it or by third parties on its behalf.
- (5) Should other defects of title exist, § 8 shall apply accordingly.

### **§ 13 Final provisions**

- (1) The contractual relationship shall be governed exclusively by German law, in particular the German Civil Code and the German Commercial Code. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- (2) The exclusive place of jurisdiction is the registered office of PLASTIUM.