

Sales and Delivery Terms and Conditions

1. **Scope.** The below terms and conditions shall apply to all orders executed by us including orders which we execute in the course of a business relationship without enclosing these terms and conditions or explicitly referring to them every time provided that the purchaser is familiar with these terms and conditions from earlier businesses. The purchaser's terms and conditions for delivery shall not be binding on us if they conflict with these terms and conditions. This does not require our express objection to the purchaser's terms and conditions. Any arrangements deviating from these terms and conditions which may be agreed upon between the purchaser and us on an individual case basis shall only be valid if they have been confirmed by us in writing. Should we actually deviate from such individual arrangements which we are not obliged to in the course of the business relationship, the purchaser shall neither have any right to derive a change of the below general sales and delivery terms and conditions from such deviation nor claim the same behaviour also for other cases. If the below terms and conditions are not accepted, they shall be objected to immediately.

2. **Any offers** are subject to changes.

3. **Order** shall only be deemed to have been accepted after our confirmation of the order. Any orders already confirmed by us can no longer be cancelled. For all orders, we reserve to make an excess or short delivery of 20%.

4. In general, the **prices** contained in the order confirmation shall apply. Should the costs for production and/or material considerably increase between order confirmation and delivery, the price valid on the day of delivery shall be invoiced. In case of a price increase, the purchase may rescind from the contract. In case of a delivery being made according to "kg", the price will be calculated "gross for net". Any plate costs shall be invoiced separately.

5. **Delivery** will be made unfranked up to an order volume of € 750,-. Deliveries exceeding this value will be sent carriage free and as insured delivery. With handing over of the goods, the risk will pass to the purchaser. Any conclusions will only be accepted by us at a time determined by us. Invoicing will be made to the relevant valid day price. Should the purchaser not be able through its own fault to accept the goods in time we shall be entitled to rescind from the contract after expiration of a certain period of time and to claim damages. The deadline for delayed delivery to be set by the purchaser shall be 8 weeks. However, it must be set by registered letter. Any fixed deadlines cannot be accepted. In case of delivery problems caused by unforeseeable difficulties, interruption of operations, war, strikes, transport problems and official action as well as any kind of force majeure, the time of delivery will prolong accordingly without justifying any claim for damages and will entitle us to revoke our obligation to deliver in part or in whole.

6. **Payment:** Unless otherwise agreed upon in writing, payment shall be made 2% or 30 days net within 14 days as of the date of invoice. In case of non-adherence to the payment deadlines, the purchaser shall be deemed to be in default without a reminder. In this case, we shall be entitled to raise an interest rate of 2% above the relevant federal state central bank discount rate as of the 31st day as of the date of invoice. If we accept any bills or cheques, this shall only be done for payment and, in case of bills, free of charges for us and without discount. We cannot be held liable for timely presentation, protest etc. Prior to paying old, payable invoices for earlier deliveries, no discount is granted to new invoices. Payments made by the purchaser will be used for paying the oldest outstanding debts. Any retaining of payments or setting off of payments against counterclaims due to any reasons not accepted by us shall be excluded. Any changes in our assessment of the creditworthiness of the purchaser, especially non-adherence to obligations to pay, exceeding a certain amount of credit, entry of unfavourable information, etc. shall entitle us to rescind from the contract or to request advance payments prior to production and/or delivery, even if this has not been agreed upon in the first place or.

7. **Retention of Title:** Up to fulfilment of all claims (including all balances arising from the current account transactions) that the seller is entitled to towards the purchaser for any legal reason now or in the future, the seller is granted the following guarantees which it will free upon request at its own discretion if the value exceeds the claim by more than 20% on a long-term level.

The goods shall remain the property of the seller. Any procession or modification shall always be carried out on behalf of the seller as the manufacturer but without any obligations for the seller. Should the title to the goods of the seller cease to apply due to a process of combination, it shall be deemed to have been agreed that the co-ownership of the purchaser with regard to the combined entity passes to the seller to the amount equivalent to the value (invoice value) attaching to the goods delivered. The purchaser shall be obliged to protect and oversee our co-ownership free of charge. Goods in respect of which (co)-ownership attaches to ourselves shall be hereinafter referred to as reserved goods.

The seller shall be deemed authorised to process or sell the reserved goods within the framework of normal business procedure and subject to the proviso that it is not in default in respect of payments which have fallen due for payment. Pledging or transfer by way of security shall be inadmissible. Any claims arising from reselling or any other legal reason (insurance, tortious act) with regard to the reserved goods (including all balance arising from current account transactions) shall be fully assigned by the purchaser to the seller by way of security. With revocable effect, the seller authorises the purchaser to collect the amounts assigned to the seller for its own account and in its own name. This right to collect payments can only be revoked if the seller does not properly fulfil its obligation to pay. In case of seizures by third parties with regard to the reserved goods, the purchaser shall be obliged to draw attention to the title of the seller and immediately inform the seller. Any costs and damage shall be borne by the purchaser.

In case of the purchaser behaving in contrast to the contract, especially in case of default payment, the seller shall be entitled to take back the reserved goods or, if applicable, request assignment of the purchaser's claim for return towards third parties. Taking back or seizure of the reserved goods by the seller shall not be deemed to be a rescission from the contract unless the instalment act is applied.

8. **Complaints** can only be taken into account if made to us immediately after reception of the goods in writing, however in any case prior to reselling and combination or procession. If they turn out to be justified we shall be free to take them back or replace them. We shall not be obliged to replacement in any case. Any claims, especially claims for damages, reimbursement of labour wages and/or consequential damage shall in general be excluded. In case of hidden defects, these shall be reported to us immediately after their detection, but within 14 days at the latest. Any deviations of the basis weight (up to $\pm 15\%$) as well as in the overall thickness (up to $\pm 20\%$) can technically not be avoided and cannot be accepted to be a reason for complaint. The tolerances for widths and lengths are $\pm 5\%$, but at least 20mm. The common tolerance of the GKV [general association for the plastic-processing industry] shall apply to deviations in weight and thickness. When manufacturing bags and similar products, waste of a relatively low number of defective goods cannot be avoided due to technology und a percentage of up to $\pm 4\%$ can therefore not be complained about. Likewise, we have to reserve a counting difference of 3%. Any special colours exclude complaints.

9. A thickness tolerance of 20% cannot be avoided for foils, bags or sacks produced from reground material. We cannot be held liable for deviations in colour in case of reground material since the basic material is already subject to certain deviations in colour. In case of transparent foils made from reground material, striations, clouding of the materials and/or differences in the content of the slip agent are possible.

10. Should one of the provisions in our sales and delivery terms and conditions or any other part of the contract concluded by and between us and the purchaser be or become ineffective or impracticable, the remaining content of the contract shall remain unaffected thereof. The ineffective or impracticable provision shall be replaced by a valid provision being as close as possible to the provision that we had agreed upon with the purchaser with reasonable appreciation had we known of the ineffectiveness or impracticability of the provision at the time of contract conclusion.

11. **The place of fulfilment and the place of jurisdiction** for both parties shall be Nuremberg and/or the seat of our company.