

General terms and conditions - Westfälische Kunststofftechnik GmbH in Sprockhövel

§ 1 General

Our terms and conditions shall apply exclusively; we shall not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions of business unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions. All agreements made between us and the customer for the purpose of executing this contract shall be set down in writing in this contract. Our terms and conditions of business shall only apply to a natural person or legal entity or to a partnership with legal capacity which, when concluding the contract, is acting in the exercise of its commercial or independent professional activity (entrepreneur). Our terms and conditions shall also apply to all future business transactions with the purchaser. Terms and conditions of purchase of a purchaser are excluded by our general terms and conditions.

§ 2 Quotation

Our quotation is subject to change unless otherwise stated in the order confirmation. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties - not even in part. This shall apply in particular to such written documents which are designated as "confidential"; the purchaser shall require our express written consent before passing them on to third parties. Dimensions in illustrations, drawings, calculations and other documents are only binding if confirmed by us in writing.

§ 3 Terms of payment

Unless otherwise stated in the order confirmation, our prices are ex works, plus the statutory value added tax, whereby the day of invoicing is decisive. The deduction of a discount requires a special written agreement. Unless otherwise stated in the order confirmation, the net purchase price (without deductions) is due for payment within 30 days of the invoice date. In the event that the target is exceeded, the purchaser shall be in default of payment without a reminder. In the event that the payment deadline is exceeded, we shall be entitled to charge interest on arrears at a rate of 8 percentage points above the prime rate of the Deutsche Bundesbank, whereby proof of higher damages caused by default shall be possible at any time. The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us. The customer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship. If, after conclusion of the transaction, information is received concerning a significant deterioration in the financial situation of the customer which no longer justifies the granting of credit, we shall be entitled to demand advance payment or the provision of security in respect of claims due and/or not yet due arising from contracts not yet fulfilled by us, even if payment has already been made by bill of exchange. If the customer does not comply with this demand in due time, we may withdraw from the contract and claim damages. Delivery obligations may be refused until advance payment or provision of security. A significant deterioration in the financial circumstances of the customer is to be assumed in particular in the event of the surrender of uncovered checks, bill protests, fruitless seizures, receivership, forced suspension of payments, opening of insolvency or composition proceedings. We are not obliged to accept bills of exchange. In the event of acceptance, all expenses shall be borne by the customer. Payment shall not be deemed to have been made until the bill of exchange has been honored. We retain title to the goods until all claims have been settled in full. In the event of resale, the rights accruing to the customer as a result of the resale shall be assigned to us in the amount of all our existing claims. We accept the assignment and reserve the right to collect the claim ourselves.

§ 4 Delivery time

The delivery times stated by us refer to the date of dispatch of the goods. They shall be deemed to have been complied with if the goods leave the factory on this date or the readiness for delivery is notified to the customer. Delivery periods shall commence after receipt of all documents required for the execution of the order, the down payment and the timely orders for materials, insofar as these have been agreed. The agreed delivery period shall always apply after clarification of all technical and commercial details. In this respect, delivery periods are generally non-binding. Delivery dates shall only be binding if the delivery date has been confirmed in writing to the Purchaser as binding. If an action of the Purchaser is required for the manufacture of the work or for the execution of the delivery, the delivery period shall not commence until this action has been fully executed by the Purchaser. Production-related excess or short deliveries of up to 10% of the ordered quantity are permissible. We are entitled to make partial deliveries. If the delivery period is exceeded, the purchaser shall grant a reasonable period of grace, which shall not be less than three weeks. If the delivery deadline, including the reasonable grace period, is not met, we shall be liable exclusively for the invoice value of the quantity of goods not delivered on time, up to a maximum of the negative interest. Force majeure, operational disruptions, including those caused by strikes or similar, and similar unforeseeable circumstances for which we are not responsible shall release us from compliance with delivery deadlines for the duration of the operational disruption. We will inform the purchaser of such events. In such cases, the purchaser shall in particular not be entitled to withdraw from the contract and/or to claim damages. If delivery becomes permanently impossible for us due to such events, we shall be entitled to withdraw from the contract. In this case, claims for damages by the purchaser are excluded.

§ 5 Transfer of risk

Unless otherwise stated in the order confirmation, delivery is agreed "ex works". If the purchaser so desires, we shall cover the delivery by transport insurance; the costs incurred in this respect shall be borne by the purchaser.

§ 6 Notice of defects and warranty

The customer shall inspect the goods immediately after delivery to ensure that they are free of defects. Obvious defects shall be notified to us in writing immediately, but at least within one week after receipt of the goods, with detailed information on the type and extent of the defects. The date of receipt by us shall be decisive for compliance with the deadline for notification of defects. If obvious defects are not reported, not reported in time or not reported in the correct form, the warranty shall not apply in this respect. Other defects must be notified to us within one week of becoming aware of them, also in writing and with detailed information on the type and extent of the defects. The date of receipt by us shall be decisive for compliance with the deadline for notification of defects. Minor defects that do not significantly affect the value, suitability or usability of the goods are excluded from the warranty. As a matter of principle, only our product description shall be deemed to be agreed as the quality of the goods. Public statements,

recommendations or our advertising shall not constitute a contractual description of the quality of the goods. In the event of a defect in the goods delivered, we shall be entitled to effect subsequent performance at our discretion, i.e., rectification of the defect or making a new delivery. The expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, shall be borne by us, unless they are increased by the fact that the goods have been taken to a place other than the place of performance. If the supplementary performance fails, we shall be entitled to repeat the supplementary performance. In this case, we shall also decide between new delivery or rectification of defects. If the supplementary performance finally fails, the customer may, in principle, at his discretion, demand a reduction of the remuneration (abatement) or rescission of the contract (withdrawal). If the customer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, he shall not be entitled to any additional claim for damages due to the defect. If the customer chooses to claim damages after subsequent performance has failed, the damages shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if we have fraudulently caused the breach of contract. The warranty period for entrepreneurs is one year, calculated from the transfer of risk. If we can be accused of fraudulent intent, the statutory periods shall apply.

§ 7 Liability

In the case of slightly negligent breaches of essential contractual obligations, our liability shall be limited to the foreseeable, contract-typical, direct average damage according to the type of goods. We shall not be liable in the event of a slightly negligent breach of immaterial contractual obligations. This shall also apply to slightly negligent breaches of duty by our legal representatives or vicarious agents. The above limitations of liability shall not apply to claims of the customer arising from product liability or from guarantees. Furthermore, the limitations of liability shall not apply in the event of bodily injury or damage to health attributable to us or in the event of loss of life of the customer. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents. Furthermore, the exclusion or limitation of liability shall not apply if we have fraudulently concealed a defect.

§ 8 Retention of title

We retain title to the purchased item until receipt of all payments under the delivery contract. In the event of conduct by the customer in breach of the contract, in particular in the event of default in payment, we shall be entitled to take back the object of sale. The taking back of the object of sale by us shall not constitute a withdrawal from the contract unless we have expressly declared this in writing. The seizure of the object of sale by us shall always constitute a withdrawal from the contract. After taking back the object of sale, we shall be entitled to dispose of it; the proceeds of such disposal shall be set off against the customer's liabilities - less reasonable costs of disposal. The customer shall be obliged to treat the object of sale with care, in particular he shall be obliged to insure it adequately at his own expense against damage by fire, water and theft at the replacement value. If maintenance and inspection work is required, the Purchaser must carry this out in good time at its own expense. In the event of seizure or other interventions by third parties, the Purchaser shall notify us without delay so that we can bring an action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO (German Code of Civil Procedure), the customer shall be liable for the loss incurred by us. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency or composition proceedings has been filed or payments have not been suspended. If this is the case, however, we may demand that the customer inform us of the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and inform the debtors (third parties) of the assignment. The processing or transformation of the object of sale by the customer shall always be carried out on our behalf. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other processed objects at the time of processing. In all other respects, the same shall apply to the object created by processing as to the object of sale delivered subject to reservation of title. If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other mixed objects at the time of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us. The customer shall also assign to us the claims to secure our claim against him which accrue against a third party through the combination of the object of sale with a plot of land. We undertake to release the securities to which we are entitled at the request of the customer insofar as the value of our securities exceeds the claims to be secured by more than 20%.

§ 9 Place of jurisdiction and place of performance

The place of jurisdiction is Sprockhövel. However, we shall also be entitled to sue the customer at the court of his place of residence. Unless otherwise stated in the order confirmation, the place of performance shall be the registered office of our principal place of business. German law shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

§ 10 Final provisions

The invalidity of individual provisions of these general terms and conditions shall not affect the validity of the remaining provisions. All declarations affecting the validity of the contractual relationship must be made in writing. An amendment to the written form requirement must itself be in writing.