

Trassl Polymer Solutions GmbH, Kulmainer Str. 44, 95505 Immenreuth

General Sales and Delivery Conditions

1. Scope

- a) These general business terms and conditions from the Trassl Polymer Solutions GmbH (hereinafter referred to as user) apply for any legal transaction between the parties; they apply exclusively, provided that they were not changed through an explicit written agreement between the parties. All of the customer's conditions deviating from these general terms and conditions will be objected. These are only effective if the user has agreed to them in writing.
- b) The general terms and conditions are also the basis for any future legal transaction between the parties even without a separate agreement. Something different applies only if the user agrees with the customer on other general terms and conditions. Even during current business relationships, these general terms and conditions rule out any contradictory conditions from the customer.
- c) The general terms and conditions from the contract partner do not apply.
- d) These general terms and conditions only apply for merchants in terms of § 310 para 1 BGB.

2. Offers, order confirmation

- a) All offers from the user are non-binding, provided they are not identified as fixed offers.
- b) Orders and call orders are first binding through a written order confirmation from the user. Changes and amendments must be in writing.
- c) If the customer orders merchandise and/or samples (bottles/cans/containers) are provided to them by the user, the customer is obligated to examine the merchandise or samples for their usability and suitability, in particular in regards to the intended fill material. Since the user does not have the ability to evaluate the composition of the fill material (formulas) and they have no influence on the storage (location/temperature) and other circumstances when using the merchandise or sample, in particular after filling, the general and permanent usability of the merchandise or sample for the customer's purpose is ruled out as a quality characteristic within the scope of the order assignment.
- d) Within the scope of the order assignment from the customer to the user, the customer must guarantee that with the production of the merchandise ordered by the customer and the sale of the merchandise to the customer and/or third parties, the protective rights of third parties are not violated. This affects in particular the consideration of brand and usage sample rights of third parties in regard to the design, geometry, coloring and description of the merchandise.

3. Prices, cancellation costs

- a) If a purchase price is not determined as individually contractual, the price that is agreed upon is the one that results from the current or respectively valid price list.
- b) The prices are net sales prices and valid ex works excluding freight, customers, import fees and packaging, plus the legal sales tax.
- c) If basic cost factors change significantly after submission of the offer or after the order confirmation until the delivery, the user is entitled to adjust the purchase price corresponding to the change of the respective cost factor. Cost factors are the wage costs including incidental wage costs, material costs and the other manufacturing costs. A significant change to a cost factor exists with 10% (net). If the net price for the delivery increases by more than 5% due to the price adjustment, the customer is entitled to rescind from the contract. If several products must be delivered within the scope of a contract, the regulation of this section applies separately to each of the products to be delivered.
- d) If the customer rescinds an assigned order without being entitled to do so, the user may, regardless of the possibility to assert a higher actual damage, demand 10% of the sales price for the costs that arise through the processing of the order and for the lost profit. The customer must prove if lower damage is inflicted.

4. Delivery and acceptance obligation

- a) Delivery periods begin after receipt of all documents required for the execution of the order as well as the down payment and punctual provision of materials, provided these were agreed upon. With the notification of delivery readiness, the delivery period is seen as complied with if the delivery is impossible without the user being at fault.
- b) If an agreed upon delivery period cannot be complied with and the user is at fault, provided that the user did not act with gross negligence or intent, the customer is entitled to demand default compensation under exclusion of further claims from the customer after the expiration of an appropriate grace period or they may rescind the contract if they notified in writing of the rejection of the service while setting the grace period. The default compensation is limited at most to 5% of the part of the delivery that was not executed in accordance with the contract.
- c) Appropriate partial deliveries as well as deviations from the order quantity of up to +/- 10% are permissible.
- d) For call orders without an agreement on the duration, production batch sizes and acceptance dates, the user may demand a binding statement about this at latest three months after order confirmation. If the customer does not satisfy this demand within a period of 3 weeks, the user is entitled to set a two-week grace period after which they may rescind the contract and demand compensation.
- e) If the customer does not fulfill their acceptance obligation, the user is not bound to the provision on the self-help sale regardless of other rights. They can sell the object of delivery freely after the prior notification of the customer.
- f) Returns of objects by the user as a sign of goodwill require a proper state, original packaging and free delivery while agreeing on a delivery date. The user is entitled to the calculation of appropriate costs that arose through the return.
- g) Events of force majeure entitle the user to delay the delivery by the duration of the impairment and an appropriate start-up time or to rescind completely or partially due to the part of the contract that has not yet been completed. Force majeure includes strike, lock-out or unpredictable circumstances, for example, operating disruptions, which make a punctual delivery of the user impossible despite sufficient efforts. Sentence 1 applies correspondingly if the previously named impairments occur during the default or with a sub-contractor. The customer may demand from the user to declare within two weeks whether they want to rescind or have a delivery within the appropriate grace period. If they do not provide a declaration, the customer can rescind from the part of the contract that was not fulfilled. § 323 V 1 BGB remains unaffected. The user will immediately inform the customer if a case of force majeure is present.

5. Packaging, delivery, transfer of perils

- a) If nothing different is agreed upon, the user selects the packaging, delivery type and delivery method at their own discretion.
- b) The risk of perils for free deliveries is also transferred to the customer once it leaves the delivery factory. For any delays in the delivery that the customer is responsible for, the transfer of perils already occurs with the notification of readiness for delivery.
- c) Upon written request from the customer, the merchandise will be insured at their own cost against storage, transport and fire damage.

6. Payment terms and conditions

- a) All payments are to be made in Euro to the user.
- b) If nothing different is agreed upon, the customer must pay the total price plus any due costs net within 30 days after the invoice date to the business account specified in the invoice (payment period).
- c) If the payment period is exceeded, interest at a total of 8%-points above the base interest rate will be charged in accordance with § 247 BGB, provided that the user does not have higher target interest.
- d) The right to reject checks or drafts remains. These are only accepted for the purpose of fulfillment. The customer bears all costs affiliated with this.
- e) The customer can only offset or assert a right to retention if their claims are indisputable or legally enforced.
- f) If the customer is in default with any payments from the business relationship with the user, even from executed partial deliveries, the user may immediately demand a cash payment for all deliveries that are out for delivery or outstanding from the contract relationship. The user is also authorized to demand an advance payment or security deposit for any open deliveries or to rescind the contract after the setting of an appropriate grace period and may then demand compensation due to non-fulfillment. Furthermore, in this case the user may prohibit the further sale of the merchandise and pick up any unpaid merchandise at the customer's cost. § 321 para. 1 sentence 1 BGB applies correspondingly in the event of default for services that have not yet been provided.

7. Work services

- a) A work service from the user is limited solely to the draft, manufacturing and final presentation of finished merchandise samples created upon customer request or individually drafted, manufactured and presented under the provision of customer samples. The work service is accepted with the acceptance confirmation, at latest with a following identified order from the presented merchandise sample.
- b) All merchandise deliveries due to one or further subsequent orders after a presentation of the merchandise sample occur exclusively in the fulfillment of contractual obligations; only purchase right applies after the contractual acceptance.

8. Retention of title

- a) Deliveries occur exclusively under extended retention of title. The merchandise remains under the ownership of the user (reserved goods) until the complete payment of the purchase price including all claims from the business relationship, regardless of the legal grounds.
- b) The claims from the customer from the further sale of the reserved goods are already now rescinded with all secondary rights (global cession) and this regardless of if the reserved goods are sold without or according to an agreement and if they are sold to one or multiple customers. The user will accept the assignment. The coverage limit of the transferred claims amounts to 110% of the value of the respectively sold or delivered reserved goods. The release claim comes from the legal nature of the security agreement. The limit for the existence of the release claim is at 150% of the estimated value at the time of the release demand. In the event of payment delays, enforcement measures from third parties and other actions by third parties, the customer is obligated to inform the user of this.

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- c) The customer is authorized to collect the claim that was transferred in advance. The collection authorization of the user, however, remains unaffected by the collection authorization of the customer. The user will not collect the claim personally as long as the customer fulfils their payment obligations in a proper and punctual manner. On demand from the user, the customer must inform them of the borrowers of the transferred claim through customer lists in which the address, liability from the borrower and the sold merchandise are listed, provide them with the information required to assert their rights and give them the corresponding documents. The transfer must be informed to the third party borrowers. The same applies in the event of insolvency. Amounts that are received for such rescinded claims must be kept separate from the customer's other income and sent to the user up to the satisfaction of their claims. The user is entitled to inform the consumers from the customer about the transfer. The notification is seen as a revocation of the collection authorization. In the current account ratio, the reserved goods and the global cession apply as security for the balance claim.
- d) As long as the purchase price is not paid in full, the customer must keep the merchandise for the user as a trustee and store the merchandise separate from their property and the property of third parties. Furthermore, they must store, secure and insure the reserved goods at their own costs and identify the user's property in an adequate manner.
- e) If merchandise is used or mixed and the usage or mixing also occurs with parts that the user has no ownership of, then they obtain partial ownership correspondingly. The mixed or
- f) new object will then be stored with care for the user free of charge.
- 9. Guarantee**
- a) The customer must examine the merchandise in accordance with §§ 377, 378 HGB and immediately report any defects in terms of § 434 BGB. It is agreed upon that the customer must report a complaint within 5 work days of receiving the merchandise. For hidden defects, a period of 10 work days after acknowledgment of the defect by the customer applies. If the customer does not complain or does so late, the delivery is seen as contractual. The previously named periods do not apply if the customer is inappropriately disadvantaged through them. An appropriate period is seen as agreed upon in place of the period deemed inappropriate for the customer.
- b) The merchandise samples that were presented to the customer by the user for inspection are important for the properties of the products. The acceptance of the property or durability guarantees must be in writing. The reference to the technical standards only serves for the description of the properties without accepting a guarantee.
- c) If the user has provided the customer with consultation outside of their contractual services, they are liability for the functionality and suitability of the object of delivery only with explicit written agreement.
- d) Independent repairs and improper treatment result in a loss of all claims of defect. The customer is only entitled, after prior agreement with the user, to make improvements and demand appropriate costs for their replacement if required to defend against disproportionate damage and in the event that the user does not repair the defect.
- e) The production of plastic hollow bodies is carried out with standard plastics, provided nothing different was agreed upon in writing. If the user does not receive any exact information from the customer in regards to the fill material used later, it will be assumed that this has absolutely no effect on the user's product to be manufactured. A guarantee from the user in regards to the suitability of the products for certain fill material must be in written form. The user will not test the merchandise in regards to its resilience for the fill good.
- f) The user is not liable for damage that is caused due to improper storage, in particular for damage that is caused through excessively warm or cold storage conditions, the effect of UV radiation or similar effects.
- 10. General liability restriction**
- In all cases in which the user is obligated to compensation due to contractual or legal claim principles, they are only liable if their leading employees or assistants acted with gross negligence or intent. This does not apply in cases of liability without fault, guarantee transfers or fraudulent misrepresentation. Furthermore, the liability restriction does not apply in regards to injury, death or a violation of significant contract obligations in terms of § 307 II No. 2 BGB. In the event of a violation of contract obligations due to slight negligence in terms of § 307 II No. 2 BGB; the compensation to be paid by the user is limited to the typical predictable damage.
- 11. Forms (tools), machines**
- a) The price for forms includes the costs for non-recurring pattern creation, however, not for the test and processing equipment as well as the changes requested by the customer.
- b) If nothing different is agreed upon in writing, the user remains the owner of the forms created by the user or a third party assigned by them. These will only be used for customer orders as long as they fulfill their payment and acceptance obligations. The obligation of the user to store the forms expires after two years after the last partial delivery from the form and the previous notification of the customer by the user.
- c) If in accordance with the agreement the customer should become the owner of the forms, the ownership is first transferred after payment of all tool costs for the tools. If within the scope of a normal order assignment to the user a partial cost reimbursement is agreed upon in regards to the forms to be produced or purchased by the user and/or other tools, this does not represent an agreement about the purchase or ownership acquisition for the forms and/or tools. The partial cost reimbursement only represents a reimbursement for expenses the user has incurred while producing the forms and/or other tools. In the event that the customer should buy the tools, a separate purchase contract must be agreed upon in writing for this. It is possible for the customer to submit an offer to the user to buy the forms and/or the other tools at any time. If a purchase contract for the tools comes into being, there must a bill for the partial cost reimbursement already made to the purchase price.
- d) If an amortization regulation is agreed upon between the user and customer in regards to forms and/or other tools, according to which a certain calculated quantity of merchandise must be accepted within a certain period of time, normally one year, for the compensation of the creation costs for forms and/or other tools, a separate purchase contract must be completed in regards to the purchase or purchase of ownership for the affected forms and/or other tools after acceptance and payment of the acceptance quantity defined in the amortization regulation. If within the scope of the agreed upon amortization regulation the customer does not accept and pay for the contractually determined acceptance quantities within the designated period of time, the user is entitled to bill the customer separately for the remaining costs not covered after expiration of the designated amortization period for the manufacturing of forms and/or other tools.
- e) For customized forms in accordance with c) and/or forms borrowed from the customer, the user's liability in regards to safekeeping and care is limited to the care as for their own property. The customer bears the costs for maintenance and insurance. The user's obligations expire if after completion of the order and corresponding request of the customer by the user, the customer does not pick up the forms within an appropriate period of time. As long as the customer has not fully satisfied their contractual obligations from the business relationship, the user is entitled to a right to retention for the forms.
- f) The letters c), d) and e) apply correspondingly for the manufacturing with third-party, rented and leased machines.
- 12. Material orders**
- a) If materials are delivered by the customer, these must be delivered punctually and in a proper state at their own costs and risk with an appropriate quantity surcharge of at least 5%.
- b) The delivery time will extend correspondingly if this obligation is not fulfilled. Except for cases of force majeure, the customer bears the extra costs that arise for production disruptions. Upon the non-fulfillment of the obligation according to letter a), the user is entitled to set an appropriate period for the customer and to rescind the contract and demand compensation after the expiration of this period.
- 13. Property rights**
- a) If the user has drawings, models, samples or parts provided by the customer, they must make sure that the protection rights of third parties are not violated by this. The user will inform the customer of any rights they are aware of. The customer must release the user of claims from third parties and must provide compensation for any damage that arises. If the user is prohibited from the manufacturing or form from a third party under the call of a protection right belonging to them, the user - without inspection of the legal justification - is entitled to stop the work.
- b) The drawings and samples given to the customer that did not lead to the order will be returned on request; otherwise they are entitled to destroy these 3 months after submitting the offer.
The user is entitled to the rights above - also commercial - for the models, forms and equipment, drafts and drawings created by themselves or third parties on their behalf.
- 14. Code of conduct**
- The user has recognized the GKV industry codex. If the customer has their own code of conduct, both contract partners see their codes of conduct as equal. They will not demand a contractual subordination from the partner under their own code of conduct.
- 15. Place of fulfillment and jurisdiction**
- a) The place of fulfillment is Immenreuth.
- b) The jurisdiction is the district court Kegnath or the state court Weiden.
- c) Only the laws of the Federal Republic of Germany apply with the exclusion of the UN Sales Law.