

General Terms & Conditions of PLASTI-CHEMIE North America LLC.

1. Terms that vary from these conditions or those specified by law, especially Purchaser's conditions of purchase, shall only be considered binding if they have been confirmed by us in writing. Our unconditional delivery of goods, performance of services or acceptance of payments does not constitute a recognition on our part of conditions that vary from these general terms and conditions.

2. Our offers are conditional. A contract is only formed when we give written or preprinted order confirmation.

Amendments, supplements or the cancellation of an agreement or these conditions, must be made in writing.

Any statement and notifications issued by the Purchaser after making the contract are only effective if they are made in writing.

3. Unless otherwise agreed, our prices do not include the cost of packing, insurance, freight, travel costs of our supervisors, as well as per diem and sales tax.

4. Tools, pictures, videos and models remain our property even if the customer has remunerated us either entirely or partially.

5. We reserve the right to demand prepayment or security in an amount equal to the invoiced amount of the order in the event superseding conditions arise or we gain knowledge that our claim is jeopardized. Our demand shall be sent to Purchaser in writing. If the Purchaser fails to provide such prepayment or security within a reasonable time after receipt of the notice, we shall be entitled to withdraw from the contract immediately without giving additional notice.

6. Place of Performance shall be our place of supply or storage.

7. Unless agreed to otherwise, the goods shall be shipped at Purchaser's risk. Furthermore, we shall specify the manner of shipment, shipment route and carrier. Paragraph 6 is not affected.

WARNING! For reasons of security, please monitor the transport time, in case of overriding of the usual duration and in case of damage promptly inform the sender, ensure claims against third parties and immediately call in the surveyor.

8. We are authorized to cover appropriate transport insurance on behalf and at the expense of the Purchaser in an amount at least equal to the invoiced value of the goods.

9. The goods sold shall remain our property until all claims arising out of our business relationship with Purchaser have been satisfied. If the goods have been processed or finished by Purchaser, our retention of title shall extend to the new finished product.

If the goods have been processed, combined or mixed by Purchaser with goods of others, we acquire joint title pro rata, to that part of the goods that represents the invoiced value of our goods in relation to the total value of the other goods which have been processed, combined or mixed.

Purchaser may, in the ordinary course of its business, resell any goods which are subject to our retention of title. If, upon such resale, Purchaser does not receive the full purchase price in advance or upon delivery of such goods, it shall agree with its customer a retention of title in accordance with these conditions. The Purchaser hereby assigns to us all its claims arising from such resale and its rights arising from the said agreement for retention of title. When required by us, the Purchaser shall advise its customer of such assignment of rights and provide us with the information and documents necessary to enforce our rights.

In the event that the security interests granted to us exceed the value of our claims by 20%, we shall, when requested, be obliged to release security interests which we deem appropriate.

10. Conditions of Force Majeure shall relieve us from our delivery obligations. If there is a material change in the conditions that exist at the time this contract is concluded, we are entitled to withdraw from the contract. The same rights shall apply to interruptions in our supplies of energy or raw materials or industrial disputes, governmental decrees, breakdowns of transport or of our operations or if our suppliers fail for the foregoing reasons to deliver at all, or fail to deliver in a proper or timely manner.

Where we fail to deliver upon an agreed delivery date and such failure is

caused by an act or omission on our part the Purchaser shall grant us an extension in writing of not less than 3 weeks.

11. Information about our products, equipment, plant and processes is based on extensive research and our considerable experience in the field of applied engineering. We provide this information, which is to the best of our knowledge accurate, orally and in writing. We assume no liability other than as agreed in the terms of the individual contracts and we reserve the right to make technical modifications in the course of our product development. When performing application-specific counseling to the client, we will bill this support to our customer in conformity with our valid price list. The aforesaid shall not relieve the Purchaser of its obligation to verify the suitability of our products and processes for the use or application intended by the Purchaser. These limitations shall also apply to the protection of third party intellectual property rights as well as applications and processes.

12. All Purchaser complaints, particularly notices of defects, must be submitted to us in writing without delay, but not later than within ten (10) days from reception of the goods or in the case of latent defects within ten (10) days from the discovery of such defects.

13. In the event of justified claims arising from the quality of the delivered goods, we reserve the right, solely at our discretion, to either replace or repair the goods or will take them back while either totally or partially refunding the Purchaser. If our repair fails to remedy the defects or the replacement goods are defective, the Purchaser shall be entitled at its discretion, to either adjust the purchase price or withdraw from the contract.

In the event of delivery shortages, we shall, if reasonable, cover the deficiency or issue a credit for the appropriate amount.

14. In case of delay or impossibility of performance, our liability is limited to the invoice value of the goods which have not been delivered on time, except in case of intentional misconduct or gross negligence on our part, or on the part of our legal representatives or on the part of those employed by us in the performance of our obligations

15. In case of positive violation of a contractual duty (e.g. supply failure, too expensive shipping, etc.), violations of pre-contractual obligations and illicit actions, we are only held liable if we, our legal representatives or agents have acted intentionally or through gross negligence. This does not apply to the extent that we are liable for personal injury or damage to private property according to the Product Liability Act or other reasons..

16. Purchaser shall verify the correctness and completeness of statements of account, especially balance confirmations, as well as notes and settlements of accounts. Objections to statements of account shall be in writing and shall be sent within one month of receipt of the subjects statement. Any other objections shall be made without delay. Failure to make timely objections constitutes approval. In cases of legitimate legal objections, the Purchaser's statutory rights are unaffected by expiration of this term.

17. If Purchaser is a merchant, the place of jurisdiction shall be Plauen. If we institute legal proceedings against Purchaser, we have the option to also institute legal proceedings at the Purchaser's place of jurisdiction..

18. The contract and the legal relationship with the Purchaser shall be governed by German Law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (BGBI. 1989 II, page 586) is not applicable.

19. If any trade terms have been agreed pursuant to the International Chamber of Commerce INCOTERMS, the INCOTERMS 1990 shall apply.

20. Should any of these conditions be deemed wholly or partly invalid, this has no effect on the validity of the remaining conditions.

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