

In case of discrepancies, the German version of the general terms and conditions is valid exclusively

§ 1 Scope of Application

All our supplies, goods, services and offers are carried out on basis of these general terms of conditions. These general terms of conditions are also valid for all subsequent business relationships, if they are similar legal transactions, when no different agreements are made explicitly. We only accept terms which are opposed to these general terms of conditions, if they are arranged with the purchaser in a written form.

§ 2 Offer and Conclusion of Contract

We are bound to individually elaborated offers in written form for two months. Afterwards, they are, as all other offers, nonbinding. An order is not a binding contractual offer. In the exceptional case of an offer concerning § 145 BGB, we accept it within two weeks. Otherwise, the contract is cancelled. In all other cases, a contract becomes binding with the reception of our confirmation of the order, latest with receipt of the products by the purchaser.

§ 3 Prices

The prices stated in our order confirmation apply exclusively, plus the particular compulsory value added tax (VAT). Unless contrary agreements have been made, all deliveries are free deliveries without shipment and packaging costs. For dispatches to other locations, concrete arrangements have to be made. If there is a lack of such arrangements, the prices are ex works.

§ 4 Payment

Invoices are due on receipt and have to be paid within 30 days. The exact date of payment arises from the details of the respective invoice. After this date of payment we are authorized to claim the lawful moratory interest, which is applied for transactions with no customers involved.

§ 5 Right of Withdrawal

If we should gain knowledge of facts, that reveal our payment claim as being at risk, we are entitled to withdraw the order or stop the already started dispatch.

§ 6 Set-Off and Right of Retention

The purchaser only has the right of set-off, if his counterclaim is legally ascertain and undoubted. The purchaser is only entitled to exercise of the right of retention if his counterclaim is based on the same contractual relationship.

§ 7 Delivery

In order to meet all the mandatory deadlines, it has to be provided that all necessary documents, permissions, and approvals have to reach our premises in time. We reserve the right to object to unfulfilled contracts. It is a requirement for obtaining the term of delivery that all duties of payment

and all other liabilities deriving from the contractual relationship are complied as agreed. Further legal claims and rights of the purchaser due to delayed deliveries stay unaffected. If a default of acceptance arises or if the purchaser breaches the obligation to cooperate, we are allowed to charge the refund of the damage arisen including possible additional expenditures. Exceeding claims stay reserved. If the aforesaid requirements are existent, the risk of a coincidental destruction or a coincidental degradation of the purchased products is passed over to the purchaser at the moment of the default of acceptance or the debtor's delay. Delays in delivery and services due to circumstances, which cannot be prohibited by us (like for example natural disasters, war, industrial disputes, raw material and energy shortage, inevitable traffic congestions or business disruptions, fire damage or explosions, instructions of higher authorities and all other acts of nature beyond control) release us from our contractual obligations for the duration of the disturbance and within the extend of the impacts.

§ 8 Transport Damage

Complaints due to transport damages have to be announced immediately to the forwarding company and as a copy to our premises by the purchaser.

§ 9 Title Retention

We reserve the title of the supplied goods until the fulfillment of the complete payment of all receivables arising from the contract. This also applies to future shipments, even if we do not explicitly plead it. We are entitled to take back the purchased goods, if the purchaser acts contrary to the contract. The purchaser is bound to treat the goods with care, whilst he is not entitled of the goods. As long as the title has not been passed on to the purchaser, he has to inform us in written form if the shipped goods are seized or affected by other interventions of a third party. The purchaser is allowed to resell the goods subject to retention of title in the normal course of business. The receivables of the purchaser from the resale of the goods subject to retention of title are conveyed to us by the purchaser, encompassing the agreed final amount of the invoice (including VAT). This conveyance applies regardless of whether the purchased goods are resold without converting or after converting. The purchaser stays authorized to collect the receivables after the conveyance. Our authority of collecting the receivables stays unaffected. Yet, we will not collect the receivables, as long as the purchaser discharges all payment obligations, if he is not in delay of payment, if no petition in bankruptcy is filed or when no suspension of payments exists. The adaptation and converting or alteration of the purchased goods by the purchaser is to be carried out by the name of us and by order of us. In this case, the expectant right of the purchaser on the purchased goods continues to the altered good. If the purchased goods are converted with other goods, which do not belong to us, we receive joint ownership of the new good in relation of the objective value of the purchased good to the other converted goods at the time of the converting. The same is valid for the case of mixing. If the mixing happens in

General Terms of Conditions

Valid from: 21.10.2015

BOIDA
Kunststofftechnik

a way that the purchaser's good is the principle good, it is regarded that the purchaser passes proportionate joint ownership on to us, and keeps the propriety right for us. In order to assure our receivables from the purchaser, the purchaser conveys also receivables to us, which accrue from the conjunction of the goods subject to retention of title with the estate of a third party. We approve this convey by now.

§ 10 Defects Liability and Notification of Defects

The legal warranty rights of the purchaser requires, that the purchaser complies with the § 377 HGB obligation of examination and reprehension in proper form. Warranty claims lapse after twelve months after the delivery of the goods at the purchaser's facilities. Our consent must be obtained prior to any return of goods. If, despite all dedicated carefulness, the delivered goods bear deficiencies, which existed already at the moment of passing of risk, we will correct the goods or send a replacement for the shipment, unless the notification of defects was in due time. We shall be given an adequate period of time in order to provide a subsequent fulfillment. If the subsequent fulfillment fails, the purchaser can withdraw from the contract or reduce the agreed price, without prejudice of indemnification claims. Claims of the purchaser due to expenditures arising from the subsequent fulfillment (in particular transport and travel costs, wage and material costs) are excluded, as far as the expenditure raises, if the purchased goods are subsequently delivered to another location than the premises of the purchaser, unless such a move complies with their intended purpose. The right of the purchaser to withdraw is only valid insofar, as the purchaser has not reached any agreements with his customer which go beyond the statutory claims for defects.

§ 11 Other

This contract and the entire legal relations of parties subject to the law of the location of the supplying plant, excluding the CISG.

Performance and exclusive jurisdiction for all disputes arising from this contract is the location of the supplying plant.