

# Polyplas GmbH - General Conditions of Tender, Sale and Delivery

1. *Application:* All our sales, deliveries and projects are governed in every respect by these conditions unless the latter have been altered or supplemented by agreements in writing.

2. *Tenders:* Our tenders are limited in time, max. 60 days. either in accordance with legal regulations or in conformity with special indications in the tender itself.

Our tenders are confidential in nature, without obligations and may be handed over for examination only to persons who actually deal with our tenders.

Should the purchasing conditions of the buyer deviate from the general conditions of tender, sale and delivery of the supplier, they will only be effective when clearly confirmed in writing by the supplier.

We reserve the right of ownership a copyright in respect of all drawings, blueprints, schemata and cost estimates. In the event of relevant orders not ensuing, these documents are to be returned to us at our request.

3. *Prices and terms of payment:* Prices are to be understood being in EUR, exclusive costs of despatch, transport, insurance and packing. Invoices shall be payable net, without any deduction whatsoever, within 30 days following the invoice date or, Invoice date is the date of delivery. When exceeding this date (30 days), interest for delay amounting to 2% of the bill discount rate will be charged. When paying by bill of exchange or by documentary letter of credit, the buyer has to bear any costs, especially discount charges and collection charges.

Cash discount is not allowed when paying by bill of exchange. Trade agents are not allowed to accept payments. Minimum order of € 100,00. In the event of a substantial change in the factors decisively affecting the make-up of our prices, particularly in the case of currency changes affecting supplies from abroad, we reserve the right to make an appropriate adjustment to our prices relating to deliveries not already made. In such case, we should inform the client as quickly as possible.

Dealers shall be under an obligation with regard to their clients to ensure that the selling prices and conditions of sale fixed by us are adhered to.

4. *Packing:* despatch and transport costs: In the absence of special arrangements, the method of packing and despatch shall be at our option. Packing will be charged at prime cost.

5. *Times for delivery:* We shall at all times make every effort to adhere to the times for delivery we have stated, even in the case of unforeseeable difficulties. We cannot, however, assume any legal responsibility in this connection. This applies particularly to cases of force majeure and to strikes.

The adherence of times for delivery shall also be dependent upon the client adhering punctually for his part to any obligations such as, for example, to provision of specifications.

Delivery is affected at the risk of the buyer, also when carriage is paid ex residence of the supplier.

6. *Force majeure:* Also deemed to be cases of force majeure within the meaning of this contract shall be serious circumstances occurring through no fault of ours, such as for example the total or partial closing down of supplying factories, mobilization, outbreak of war, riots, fire, prohibition of import or export or a substantial increase in customs duties.

7. *Exporting:* Exporting may be undertaken only with our consent in writing. This applies particularly to products the export of which is prohibited by virtue of an embargo by any other government.

8. *Guarantee (warranty):* Our guarantee shall come into effect on the date of despatch or upon completion of the installation. It shall cover all defects occurring within the agreed period of guarantee that provably have their origin in defective materials or faulty manufacture. Our guarantee shall be restricted at our opinion to the replacement or repair of the defective products or components, or to the reimbursement of the Invoice value of products or components not replaced. Any more extensive guarantee, in particular in respect of so-called consequential loss, is excluded.

We can accept no responsibility for any alterations or repairs that are not carried out by our own specialists or by specialists designated by us. For used machines, any warranty claims or any other claims become void.

9. *Complaints (notices of defects):* All perceptible defects are to be notified to us by the client or purchaser immediately upon receipt of the delivery, max. 8 days after receipt of the delivery!!

In the event of hidden defects not becoming apparent until later, notification thereof must be effected immediately after their discovery. In the absence of such notifications, the delivery shall be deemed to be accepted. Consignments damaged in transport must be accepted with a proviso. The damage must be immediately pointed out to the carrier concerned for the purpose of a factual record and the safeguarding of all rights.

10. *Erection an installation:* If a piece of equipment is to be erected or installed by us, then the client shall be responsible for the necessary preparatory work being carried out, so that the erection or installation can be commenced without hindrance.

The client shall also make available in due time and at his own expense the necessary auxiliary persons for the erection or installation.

11. *Drawings, weights and dimensions:* In the case of projects in accordance with drawings, we reserve the right to deviate from drawings, weights and dimensions and also from construction documentation submitted previously, if this is considered to be expedient in the course of the execution of the order and the client has been consulted beforehand.

12. *Retention of title:* The delivered goods remain our own until the full purchase price has been paid, including all extra costs (when paying by cheque or by bill of exchange until their redemption). Before the goods have completely been paid for, alienation of them is only allowed in the course of orderly business transactions; they must not be pledged or conveyed for safeguarding to third persons.

13. *Place of performance and jurisdiction shall be Hameln.*