

Offers, cancellations

1. The following terms and conditions are deemed to be legally binding and tacitly recognised by the buyer for all offers and business agreements in so far as other agreements have not been made. Our customers' conflicting business terms and conditions are not recognised. All offers are always non-binding and the prices apply for no longer than a period of 3 months.
2. Cancellations of orders can only be made with our consent. In the case of specially made product, an already agreed quantity is in any case to be accepted by the customer.

Prices

3. Our prices and payment terms are non-binding in the sense that we reserve the right to apply our set prices and payment terms that are current on the date of delivery of the goods in the event of wage rises, increases in the prices of raw material and fuel, transport costs or exchange rate movements or the introduction of increased contributions to public authorities etc. that occur by the time of completion of the order.
4. We are not obliged to accept extensions to orders and we are not bound to the prices that were agreed for the first or a previous order.
5. The minimum order amount is € 5.000,00 plus the applicable VAT. For economic reasons, orders below the minimum order amount are subject to a setup cost fee of € 500,00 plus the applicable VAT.

Delivery times

6. The agreed delivery times or dates are always approximate and should be understood as meaning that it is intended to deliver the goods by the end of that time. No guarantee is given that the delivery dates will be met. In the case of orders with call offs, the goods ordered are to be called off within three months from the making of the contract. If this period has expired, we are entitled if we are so choose to demand fulfillment of the contract and to invoice for the goods or to withdraw from the contract.
7. In the event of the agreed delivery times being exceeded, the customer is only entitled to withdraw from the contract if he has requested delivery within a set extended period of at least three weeks and has threatened to withdraw from the contract in the event of us not delivering on time.
8. If the delay in delivery is as a result of exceptional circumstances that we could not have prevented even if we had taken reasonable care, then the agreed delivery period shall be extended by the duration of this circumstance plus a further period that is reasonable in the specific case. We can only rely on a reasonable extension of the delivery period if we have informed the customer immediately in writing of the delaying circumstances. However, an extension of the agreed delivery period shall not apply in so far as this is not reasonable for the customer. In that case the customer has the right to withdraw from the contract in accordance with the conditions of Point 6. Exceptional circumstances include dealing with a work dispute, unforeseeable problems with our operational sites and machines, in the supply of energy and materials and

the like and also in particular those cases in which, despite making parallel covering arrangements we are not supplied on time by one of our suppliers.

9. If the delivery is impossible or impractical as a result of an exceptional circumstance as set out above or for other reasons not within our control, we are entitled to withdraw entirely or in part from the contract by a written declaration, in so far as we have informed the customer immediately in writing of this delaying circumstance.

Transfer of risk and dispatch

10. If no specific instructions are given to us regarding dispatch at the time of the order, this will be organised according to our best judgment. The consignment will be charged to the buyer and the risk will be transferred to him at the moment when the goods leave our works.

Packaging

11. Packaging will be billed separately. Paper and cardboard packaging cannot be returned. We charge rental for rail containers and for hired packaging a proportional rental is charged.

Deliveries

12. Deliveries are made from our factory. Carriage, freight and other transportation costs are borne by the buyer. For charging purposes, the date of the invoice applies irrespective of whether delivery or dispatch cannot be made because the goods are blocked or because of another problem. We reserve the right to make deliveries of up to 10 % higher or lower than the total quantity ordered. The quantity determined by us by a precise check is the definitive quantity for the invoice. Partial deliveries can be made if they are of reasonable size for the buyer. We are entitled to withhold deliveries and to deliver only for cash in advance if the buyer falls behind with the payment of unsettled invoices or the acceptance of other deliveries.
13. We shall not be liable for our products complying with the filling material of the purchaser in terms of chemical resistance, statutory requirements and physical properties. We may transfer services according to this Contract to suitable and qualified subcontractors either entirely or in part. The Client undertakes to carry out compatibility tests and storage tests with regard to samples and filling material in order to establish whether or not our packaging materials are suitable for the filling materials scheduled by us and are compatible with such materials. We do not warrant any suitability of the goods for any specific purpose.

Payment, arrears

14. The payment of invoice amounts is, if not agreed otherwise, to be made strictly net within 30 days after the invoice date. Bills of exchange and other securities will only be accepted by way of settlement and with the reservation of all rights and with compensation for all interest and charges.
15. If the customer is in default of payment, all our claims against that customer immediately become due for payment. Other deliveries will be made only against prepayment. We reserve the right in these cases, to

change the terms of payment to „supply against prepayment“. If this advance payment obligation is not fulfilled by the buyer on the specified deadline, we reserve the right to terminate the contract and claim damages.

16. The customer shall bear all fees, costs and expenses incurred in connection with any successful legal proceedings against him incurring outside Germany.

Retention of title

17. The delivered goods remain our property until the complete settlement of all the claims due to us as a result of the delivery. We reserve the right to assign our claims against the buyers to third parties. The buyer may dispose of the delivered goods that are subject to our retention of title in the proper operation of his business but only for cash payment or subject to retention of title. He is not entitled to put them to other use, in particular for charges on the goods or mortgages. The buyer is entitled to further process the goods only in the proper operation of his business. Processing or reconstruction of the goods by the buyer will always be undertaken for us. If the goods are processed with other goods that do not belong to us, we will claim joint title in the new objects in the proportion of the value of the goods to the other processed material at the time of the processing. If the goods delivered are mixed inseparably with other material that does not belong to us, we will claim joint title in the new object in the proportion of the value of the goods to the other mixed materials. The buyer retains the title on our behalf.
18. The buyer assigns to us from now on all his receivables from the onward sale of the goods delivered - including the corresponding receivables from bills of exchange or cheques - with all supplementary agreements until the complete settlement of all our claims. In the event that the buyer's receivables are paid into a current account, the balance up to the amount of the total of our claims is assigned to us and furthermore with priority over the remaining part of the balance. The buyer is entitled until revocation to collect the assigned receivables on trust for us. He must immediately transfer the amounts received to us in so much as our receivable with him is due and even to the extent that this is not done, these amounts are our property and are to be retained separately. If the customer falls behind with the payment of our claims, we are entitled a) to revoke his right to collect the receivables. In that event the buyer is obliged to inform his debtors of the assignment and to pass to us all information required for the collection of the receivables and to transfer to us all documents (including any cheques and bills of exchange); b) after the determination of a suitable period for payment, to withdraw from the contract and to demand the transfer and the return of the goods delivered by us in so far as these are still in the possession of the customer. The buyer must pass us a statement of the delivered goods still to hand and provide access to them at any time. All costs associated with the collection of receivables from third parties or with the return of the goods delivered are to be borne by the buyer.
19. The buyer must inform us immediately and in writing of third parties' access to the goods delivered or to the receivables assigned to us - in specific cases by telephone with subsequent written confirmation - and to support us in every way in our intervention against third parties. The costs of any necessary interventions are borne by the buyer.

20. If the value of all our rights to security in accordance with the above terms and conditions exceed the amount of the secured claims by more than 25 %, we shall be obliged to release a corresponding proportion of the rights to security on the customer's request.

Guarantee regarding defects

21. Immediately after their delivery, the customer must inspect the goods delivered by us for correct quality and inform us of any defects present. Complaints are to be made no later than 8 calendar days after receipt of the goods. Defects that are not obvious should be reported in writing immediately after their discovery.
22. In so much as there is a defect in goods delivered, we are entitled to choose to provide a replacement or to correct the defect. In the case of correction of the defect, we are obliged to bear the costs of transport, tolls, labour and materials in so far as these are not higher as a result of the purchased goods having been transferred to a location other than the agreed delivery location.
23. In so far as the correction of the defect/replacement delivery fails to solve the problem, the customer is entitled to choose to withdraw from the contract or to demand a suitable deduction from the purchase price. Claims for damages against us by the customer because of the defect only exist in the context of the rules set out below on liability for breaches of duty.
24. The guarantee period for the correction of defects, replacement delivery, withdrawal and deductions is one year, calculated from the transfer of risk. The guarantee period for claims for damages because of a defect is two years if the defect arises from deliberate or grossly negligent breach of duty or has led to death, injury or ill health, otherwise one year, calculated from the transfer of risk.

Liability for breaches of duty

25. We are liable only for damage for breaches of contractual duty (delay, impossibility, defectiveness, breach of minor contractual duties) if the breach of duty arises from deliberate or grossly negligent acts unless the contractual duty in breach is a major contractual duty.
26. The limitations of liability of Points 23 and 24 do not apply to damages for death, injury or ill health. In so far as our liability is excluded or limited, this also applies to the personal liability of our staff, workers, employees, representatives and people helping to fulfill the contract.
27. The legal rules on the burden of proof are not affected by the rules in Points 23 and 24.

Moulds and tools

28. Press moulds, injection moulds or other moulds that are made by us or by third parties on our behalf are in principle our property in view of our construction work and will be used exclusively for orders from the customer according to written agreement. The costs of manufacture of the moulds are borne by the

customer.

29. We will carefully keep the moulds for subsequent orders and maintain them. We are not liable for damage that arises despite proper handling. We will bear only those costs of maintenance that arise from normal wear of the mould. The duty to keep or reserve the mould is extinguished if no further orders are received from the customer within 2 years of the last delivery.
30. In the event that the customer does not pay on time or at all for the goods he has received, we may use the moulds specific to this order as we see fit.
31. The above conditions regarding moulds do not apply where the moulds concerned are our moulds for generally available and usable articles.

Patent rights

32. In so far as we are to deliver articles in accordance with drawings, models or patterns supplied to us by the customer, the customer gives us a guarantee that the patent rights of third parties are not infringed by the production and delivery of the goods.
33. If, relying on a patent right which it owns, a third party forbids us from producing and delivering articles that are produced in accordance with the customer's drawings, models and patterns, we will immediately inform the customer of this. In this event we are entitled, without being obliged to check the legal situation and with the exclusion of all claims for damages by the customer, to halt the production and delivery and to demand compensation for the costs incurred.
34. The customer undertakes to exempt us immediately from all third party claims for damages. For all impending direct and indirect damage arising from breaches and claims regarding any patent rights, the customer must provide us with an appropriate level of security with regard to our claim to exemption until it is resolved.
35. Samples or drawings supplied will only be returned on request.

Place of fulfillment and jurisdiction, agreement on choice of applicable law

36. The place of fulfillment and jurisdiction is Coburg.
37. The law of the Federal Republic of Germany applies exclusively.

Coburg, July 2015