

FKuR Kunststoff GmbH

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General Conditions of Sale

I. Conclusion of a contract

1. Our deliveries and services are exclusively carried out according to the following conditions. Purchase conditions of the buyer are hereby excluded.
2. Our offers are not binding, except it was agreed on a binding period in an individual offer.
3. Statements of intent by the customer in electronic form are only valid if they correspond with current binding offers. If they are related to non-binding offers, they are only valid upon our expressed confirmation. Silence with regard to such an offer shall not be deemed to be acceptance.
4. Our declarations must be in written form.

II. Prices and payment conditions

1. The prices are understood as ex works or store and are subjected additionally to charges for freight, packing and value added tax.
2. The selling price is to be paid at the latest within 14 days from the invoice date.
3. Payment is to be made in such a way that we can have access to the amount on the day that it is due. The buyer may only count with undisputed or legally determined demands. To this extent the buyer has the rights of retention
4. Interest to the extent of 8% over the ruling base rate will be calculated and applied in the event of delayed settlement.
5. The legal regulations covering delay in payment remain unaffected.
6. If, after conclusion of the contract, events occur that are capable of endangering the claim regarding the payment of the purchase price, then we are entitled to set an appropriate time limit in which the purchaser has to provide a security. If the buyer does not meet the demand timely, we are entitled to withdraw from the contract.

III. Execution of delivery

1. Delivery periods commence with effect from the date of our order confirmation, however before complete clarification of all details of the order; the same applies to delivery dates; Delivery periods and dates may be restricted by unforeseen production disturbances and punctual self-supply of required pre-materials. This shall also apply if supplementary quantities from additional purchases are agreed.
2. If the buyers' contractual duties, also subsidiary duties and co-operation duties, such as preparation of pre-material, opening of a letter of credit, provision of domestic or foreign certificates, payment of an advance or similar duties, have not been fulfilled on time, we are entitled to reasonably postpone our delivery periods and times in accordance with the needs of our production processes – regardless of our rights arising from arrears by the purchaser.
3. Compliance with the delivery periods is defined as the time of despatch ex works.
4. In the event of special or custom-made production, excess or under delivery within 10% of the amounts prepared are considered as agreed.
5. In cases of force majeure the delivery periods and delivery dates are reasonably postponed. Industrial disputes in own and other companies, transport delays, machine breakdown, sovereign measures and other circumstances for which we cannot be held responsible are valid as instances of force majeure. We will notify our customers without delay of force majeure events. The purchaser is entitled to withdrawal from the contract at earliest six weeks after receipt of our notification.
6. In the event of non-compliance of the delivery periods the purchaser acquires rights under BGB (German Civil Code) paragraphs 281, 323 BGB only if he has given us as reasonable period within which to deliver, that – in deviation here from BGB paragraphs 281, 323 – associated with a statement that the acceptance of the service is declined after

the period has expired; after the period has expired without result, a claim on its fulfillment is excluded.

7. In case of default, the buyer has to use the purchase opportunities proven by us while withdrawing from the contract for the volume affected by the delayed delivery. The documented additional costs of goods bought in replacement and for substantiated damage due to delay for the intermediate period will be reimbursed by us. Otherwise, our liability for the proven damage from delays is limited to 50% of the value of the service affected.
8. If the buyer is not satisfied with the outcome of the processing trials, we can accept the return of the material in its original packaging within its shelf life. A reimbursement, however, underlies an entry inspection of the material by us. All details and handling of the return must be coordinated with us in advance.

IV. Dispatch and exposure to risk

1. Should the shipment or transport of the goods delay for a reason for which the buyer is responsible, we are entitled to store the goods at reasonable discretion at the cost and at the risk of the buyer, to take all measures considered suitable in order to maintain the goods and to invoice the goods as delivered.
2. As far as it is common commercial practice, we deliver the goods packed with the buyer bearing the costs. Packaging and means of protection and transport are not taken back.
3. In the event of damage in transport, the buyer has to immediately arrange supply of details from the carrier.
4. The risk is transferred to the buyer once the goods have been passed to the forwarding agent or carrier, at latest however when the goods leave the factory or store.

V. Claims for deficiency

1. The product is in accordance with the contract if it does not or only insignificantly deviate, from the agreed specification at transfer of risk. Conformity with the contract or freedom from deficiencies of our goods is to be assessed exclusively according to the printed agreements concerning the quality and quantity of the goods ordered. A guarantee given for one particular purpose of use for a certain suitability will only be undertaken when this is expressly agreed; otherwise the risk of suitability and application remains exclusively with the buyer. We do not accept responsibility for deterioration, decline or unsuitable treatment of the goods once the risk has been transferred. If not specified otherwise product shelf life is 6 months after shipment from Sellers warehouse if product is in its original packaging, stored under dry (max. 70% relative humidity) and dark conditions (not exposed to sunlight) at a temperature of 5°C to max. 30°C (ambient temperature). It is important to observe that a major drop in external air temperature (e.g. during transportation) can result in the development of water condensate. Prior to the processing of the material, it should be ensured that there is no condensate on the unpacked material.
2. Our products are protected by property rights and know-how. Except for standard quality tests, reproduction of the recipes and the modifications of the material are prohibited. If the buyer is forced by technical constraints to modify any sample or material received from us then he accepts full responsibility, warranty and guarantee for any material or product manufactured from such modified material. The buyer shall in case of any modifications, e.g. by additives, conduct, and shall rely solely upon, its own studies and, if necessary, on third parties' certifications, regarding the technical and commercial feasibility of any material so modified. The buyer shall at all times be in compliance with all laws, rules and regulations and guidelines issued and promulgated by governmental and non-governmental agencies applicable to

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the experimentation with, modification of, testing or any other uses of samples and materials received.

3. Contents of the agreed specification and expressly agreed application purpose do not justify a guarantee; the acceptance of a guarantee requires written agreement, which cannot be waived verbally.

4. The buyer has to immediately inspect the goods after receipt. Claims for deficiency only arise if the deficiency is immediately claimed in writing, hidden materials defects must be claimed immediately after they are discovered.

5. In the event of a complaint, the purchaser has to grant us the immediate opportunity to inspect the goods under complaint; the goods or sample of the goods is to be made available to us on demand, at our cost. In the event of unjustified complaints, we reserve the right to charge the buyers with transport and handling costs, as well as the effort expended in inspection, unless the buyer can prove that the claim was beyond his control.

6. If a material defect is presented to us, we will choose – while considering the interests of the buyer – fulfillment through either replacement delivery or improvement.

7. If fulfillment fails, the buyer can either reduce the purchase price or withdraw from the contract; further claims do not exist.

8. In the event of a defect of title, the same principles apply as in the event of a material deficiency.

9. The guarantee period in the case of deficient delivery ends after expiry of one year after delivery. The legal guarantee regulations for goods that are used according to their usual method of application for construction of a building and have caused it to be deficient remain unaffected by this provision.

10. Claims for regress against us by the buyer according to paragraph 478 of the BGB (German Civil Code) are limited to legal extent of claims made against the buyer by third parties and require that the buyer has complied in his relationship with us with his obligation to make a complaint according to paragraph 377 of the HGB (German Commercial Code).

11. The buyer acknowledges that no representation or warranty is made with respect to the truth, accuracy, completeness or reasonableness of the goods. The buyer furthermore acknowledges that no warranty is made with respect to the merchantability or fitness of the goods or for a particular purpose of the goods. The buyer ensures that no wrong or misleading marketing claims are made with respect to the accordance of finished goods with certain standards and regulations.

VI Claim to Ownership

1. All delivered goods remain our property up to the fulfillment of all demands for payment, particularly also the respective demand for settlement of an outstanding balance, to which we are entitled in the context of the business relationship. This also applies for future demands for payment.

2. Working on and processing goods that remain our property take place for us as producer as defined by paragraph 950 of the BGB (German Civil Code), without obligation on our part. The worked or processed goods are considered to be in terms of the above paragraph No. 1.

3. When the buyer processes, combines and blends goods that remain our property with other goods, we retain joint ownership in the new material to the extent of the relative proportion of the invoiced value of the goods that remain our property compared with the invoiced value of the goods that remain our property compared with the invoiced value of the other material used. If our ownership is dissolved through combination, blending or processing, the buyer transfers already then the ownership and legal rights in the new situation to the extent of the invoiced value of the goods that remain our property, in the case of processing in proportion to the invoiced value of the other material used.

4. The buyer may only sell on the goods that remain our property through usual business transactions involving his normal business relationships and so long as he does not have payment arrears, with the precondition that he retains ownership and the payment demands arising from further sale are passed to us, in accordance with paragraphs 5 and 6. He is not authorized to make any other disposal of the goods that remain our property. The use of goods that remain our property to fulfill production plants is valid as further sale in the context of this section.

5. The payment demands from further sale of goods that remain our property become transferred to us with immediate effect. They serve to ensure payment to the same extent as the goods that remain our property as determined by paragraph 1.

6. Should goods that remain our property be sold on by the buyer together with other goods, the payment demands from the further sale passes then to us in the proportion of the invoiced value represented by goods that remain our property in relation to the invoiced value of the other material. In the event further sale of goods in which we have joint ownership in accordance with paragraph No.3, a corresponding joint ownership share of the corresponding payment demand passes to us.

7. The buyer is entitled to collect payment from the further sale, unless we revoke the authority for collection for individual instances. The revocation of the payment collection authorization is permitted in cases with which there is a fear of a risk to our claim for payment on account of circumstances that subsequently arise. The buyer is obliged, upon our request, to immediately inform his customer of the assignment to us and to give us all the necessary information and documents for payment collection. The buyer is on no account authorized to assign payment demands; this also applies to all types of factoring business that are also permitted for the buyer and that are not on account of our authorization to collect payment.

8. Should the buyer fall in payment arrears and this means a risk to us in realization of a not insignificant part of our payment demands, we are entitled to prohibit further processing of the goods supplied and for possibly this purpose to enter the customer's premises in order to take the goods back. The taking back of the goods is not a withdrawal from a contract.

9. The buyer must inform us immediately of any seizure or other influences through third parties.

10. Should the value of existing security exceed the secured payment demands by more than 10%, overall, we are obliged to approve security at our choice at the request of the buyer.

VII General liability restrictions

1. In as far these conditions do not require otherwise, we are only liable for compensation due to violation of contractual or non-contractual obligations or in development of contracts when this occurs through intent or gross negligence of our legal representatives or those providing assistance in fulfillment of contracts, as well as through culpable violation of significant contractual duties in terms of foreseeable damage that may typically arise from a contractual relationship – except in cases of intention or gross negligence by our representatives or those providing assistance in the fulfillment of contracts.

2. The preceding limitations to liability do not apply in the event of injury to life, body and health.

3. Claims on account of damages to persons or damage to privately used items according to the product liability law remain unaffected.

VIII Proof of export

Should a buyer with headquarters outside of the Federal Republic of Germany (external territory customer) or his authorized representative collect goods and transport or send them to external territory, then the buyer has to provide us

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with the necessary proof of export for tax purposes. Should this proof not be provided, the buyer has to pay the currently valid rate of sales turnover tax on the amount of the invoice as applicable for deliveries with the Federal Republic of Germany.

IX Applicable law

The law of the Federal Republic of Germany is valid, with exclusion of the „Agreement of the United Nations of 11.04.1960 concerning international sale of goods. “

X Place of fulfillment and jurisdiction

The place of fulfillment for both parts is the seat of FKuR Kunststoff GmbH. Legal venue for all disputes is Krefeld. We are also entitled to sue the buyer at his general place of jurisdiction.

XI Partial invalidity

Should a condition of these sales conditions not be valid for any particular reason, the remaining conditions continue to be unaffected.

Willich 03/2015