



## General Terms and Conditions

Huber Kunststoff & Technik GmbH – Gewerbestr. 4 – 86879 Wiedergeltingen, Germany

### § 1 Scope

The following terms and conditions apply to entrepreneurs, legal entities under public law and special funds under public law.

### § 2 Application

Orders shall only become binding upon confirmation of the order by the Supplier. If the Customer does not object to the content of the order confirmation within seven days of receipt, the contract shall be concluded subject to the terms and conditions stated therein, even if these deviate from the original agreements due to transmission, comprehension or typing errors.

Amendments and supplements must be communicated in text form. All quotations are subject to change unless designated as binding offers. Unless expressly designated as binding, indications of quantities or sizes are non-binding approximate values.

These terms and conditions shall also apply to future transactions in the event of ongoing business relationships, even if no express reference is made to them, provided that they were referred to in a previous order confirmed by the Supplier.

The Customer's terms and conditions shall not apply, even if we do not expressly object to them, unless they are expressly recognised in writing by the Supplier. The regulations on distance selling in business transactions with consumers do not apply to the business relationship with entrepreneurs – not even in equivalent situations.

Should individual provisions of these GTC be or become invalid, this shall not affect the remaining provisions.

### § 3 Prices

In case of doubt, all prices are ex works excluding freight, customs, import or export duties and packaging plus value-added tax at the statutory rate.

If the relevant cost factors, in particular for material, energy or personnel, change by more than 5% after submission of the quotation or after order confirmation and before delivery, each party shall be entitled to demand a price adjustment. This adjustment shall reflect the degree to which the relevant cost factor changes the total price.

For new orders, the Supplier shall not be bound by previous prices.

#### § 4 Delivery and acceptance obligations

Delivery periods shall commence after receipt of all documents required for the execution of the order, the down payment and the timely provision of materials, insofar as these have been agreed. If the dispatch of goods is delayed or made impossible through no fault of the Supplier, the delivery deadline shall be deemed to have been met upon notification of the goods' readiness for dispatch.

If an agreed delivery deadline is not met through the Supplier's own fault, the Customer shall in any case allow a reasonable grace period. Partial deliveries are permissible within a reasonable scope.

In the case of call-off orders without an agreement regarding their duration, production batch sizes or acceptance dates, the Supplier may demand a binding stipulation in this respect no later than three months after receipt of the corresponding order confirmation. If the Customer does not comply with this request within three weeks, the Supplier shall be entitled to set a two-week grace period and, after its expiry, to withdraw from the contract and/or claim damages.

If the Customer does not fulfil its acceptance obligations, the Supplier shall – without prejudice to its other rights – not be bound by the provisions governing self-help sales and may instead sell the delivery item on the open market, provided that it notifies the Customer beforehand.

Events of force majeure shall entitle the Supplier to postpone the delivery for the duration of the hindrance plus a reasonable start-up period, or to withdraw from the contract in whole or in part in respect of the as-yet-unfulfilled part. Force majeure shall be deemed to include strikes, lockouts or unforeseeable, unavoidable circumstances, e.g. operational disruptions or transport delays or interruptions arising through no fault of the Supplier, or shortages of raw materials or energy, which make it impossible for the Supplier to deliver on time despite reasonable efforts. This shall also apply if the aforementioned hindrances occur during a delay or at a subcontractor.

The Customer may request that the Supplier declare within two weeks whether it wishes to withdraw from the contract or deliver the goods within a reasonable grace period. If the Supplier fails to make such a declaration, the Customer may withdraw from the unfulfilled part of the contract.

The Supplier shall notify the Customer without delay should a case of force majeure as described in paragraph 1 occur. The Supplier shall make every effort to minimize disruption to the Customer's business; if necessary, by handing over the respective moulds for the duration of the hindrance.

## § 5 Payment terms

All payments shall be made in € (EUR) exclusively to the Supplier. Unless otherwise agreed, the purchase price for deliveries or other services shall be paid immediately without deduction.

If the agreed payment date is exceeded, interest shall be charged at the statutory interest rate of 8% above the applicable base rate pursuant to section 247 of the German Civil Code (BGB), unless the Supplier proves damages in a higher amount.

Cheques or bills of exchange shall only be accepted with express prior written agreement and only as a conditional payment. All costs associated with them shall be borne by the Customer.

The Customer may only offset or assert a right of retention of payments if its claims are undisputed or have been established by a court of law.

Sustained non-compliance with payment terms or circumstances which give rise to serious doubts about the creditworthiness of the Customer shall entitle the Supplier to demand the immediate repayment of all claims. In addition, the Supplier is entitled in such cases to demand advance payments for outstanding deliveries and to withdraw from the contract after the fruitless expiry of a reasonable grace period.

## § 6 Packaging, dispatch, transfer of risk and default of acceptance

Unless otherwise agreed, the Supplier shall choose the packaging, shipping method and transportation route. The Supplier is entitled to use one of its regularly commissioned shipping companies on the basis of the usual terms and conditions agreed with the latter.

Even in the case of carriage-paid delivery, the risk shall pass to the Customer when the goods leave the delivery works. In the event of delays in dispatch for which the Customer is responsible, the risk shall pass to the Customer with the notification of readiness for dispatch.

At the written request of the Customer, the goods shall be insured at the Customer's expense against risks to be specified by the Customer.

In the event of default of acceptance by the Customer, the Supplier shall be entitled to store the goods at the Customer's expense. If the Supplier stores the goods, it shall be entitled to storage costs amounting to 0.5% of the invoice amount for the stored goods per calendar week or part thereof. The Supplier reserves the right to claim higher storage costs subject to corresponding proof.

## § 7 Reservation of title

The deliveries shall remain the Supplier's property until all claims to which the Supplier is entitled vis-a-vis the Customer have been fulfilled, even if the purchase price for specially designated claims has been paid.

In the case of an ongoing invoice, the reserved title in respect of the deliveries (reserved goods) shall be deemed security for the Supplier's outstanding invoice. If, in connection with the payment of the purchase price, an obligation on the part of the Supplier to accept a bill of exchange is established, the reservation of title shall not expire before payment of the bill of exchange by the buyer as the drawee.

Any treatment or processing of the delivered goods by the Customer shall be deemed to have been carried out on the Supplier's behalf – without a transfer of ownership in accordance with section 950 of the German Civil Code (BGB); the Supplier shall become co-owner of the item thus created on the basis of the ratio of the net invoice value of its goods to the net sales price of the goods to be treated or processed, which shall serve as reserved goods to secure the claims of the Supplier pursuant to paragraph 1.

In the event of processing (combination/mixing) of the delivered goods by the Customer with other goods not belonging to the Supplier, the provisions of sections 947 and 948 BGB shall apply with the consequence that the Supplier's co-ownership share in the new item shall now be deemed reserved goods within the meaning of these terms and conditions.

The Customer is only permitted to resell the reserved goods in the ordinary course of business and on condition that it also reaches an agreement with its customers on the reservation of title pursuant to paragraphs 1 to 3. The Customer is not entitled to dispose of the reserved goods in any other way; in particular, by pledging them or by assigning them as security.

In the event of their resale, the Customer hereby assigns to the Supplier, until all claims of the Supplier have been satisfied, the Customer's claims and other justified claims vis-a-vis its own customers arising from the resale, including all ancillary rights. At the Supplier's request, the Customer shall, without delay, provide the Supplier with all information and documentation required to assert the Supplier's rights against the Customer's customers.

If the reserved goods are resold by the Customer after processing with other goods not belonging to the Supplier pursuant to paragraph 2 and/or 3, the assignment of the purchase price pursuant to paragraph 5 shall only apply in the amount of the invoice value of the Supplier's reserved goods.

If the realisable value of the Supplier's securities exceeds its total claims by more than 10%, the Supplier shall, at the Customer's request, release securities of the Supplier's choice.

The Supplier must be notified immediately of any seizure or confiscation of the reserved goods by a third party. Any resulting intervention costs shall in any case be borne by the Customer unless they are borne by third parties.

If the Supplier exercises its right of reservation of title by taking back reserved goods in accordance with the above provisions, it shall be entitled to sell the goods in question on the open market or to have them auctioned. The return of reserved goods shall be effected at the price achieved; at most, however, at the agreed delivery prices. The right to assert further claims for damages, in particular due to loss of profit, remains unaffected.

## § 8 Defects

The quality and design of the products shall be determined by the product description or, if the preparation of reference samples has been agreed, by the latter, which shall be submitted to the Customer by the Supplier for inspection upon request. In addition, section 13 (1) shall also be observed. Any reference to technical standards serves to describe the performance and shall not be interpreted as a guarantee of quality. The customary tolerances in the industry shall apply. In the absence of a special written agreement, production shall be carried out using materials that are customary in the industry and in accordance with the agreed manufacturing processes – or in the absence of a corresponding agreement, with the established manufacturing processes.

Minor deviations from the original in the case of colour productions or reproductions shall not constitute defects; the same shall apply to any deviations between proofs and print runs.

Where the Supplier has advised the Customer outside its contractual performance, it shall only be liable for the functionality and suitability of the delivery item if it has given express prior assurance.

Defects must be reported in writing without delay. In the case of hidden defects, the complaint must be submitted immediately upon discovery of the defect. In both cases, unless otherwise agreed, all claims for defects shall become statute-barred twelve months after the transfer of risk.

In the event of a justified notification of a defect, the Supplier shall owe subsequent performance (via rectification of the defect or a replacement delivery at its discretion). If the Supplier does not fulfil this obligation within a reasonable period or if the supplementary performance repeatedly fails, the Customer shall be entitled to reduce the purchase price or to withdraw from the contract. For further claims, in particular claims for reimbursement of expenses or damages due to defects or consequential damages, the limitations of liability pursuant to section VIII shall apply. Replaced parts shall be returned to the Supplier carriage forward upon request.

Unauthorised rework and improper handling shall invalidate all claims for defects. Only in order to avert disproportionate damage or in the event of delayed rectification of the defect by the Supplier shall the Customer be entitled, having notified the Supplier beforehand, to rectify the defect and to demand reimbursement of the reasonable costs of doing so. Wear and tear to the usual extent shall not give rise to any warranty claims.

Recourse claims in accordance with sections 478 and 479 of the German Civil Code (BGB) shall only exist if the claim by the consumer was justifiable and only to the extent permitted by the law, but not in cases where goodwill regulations have not been agreed with us and presuppose that the beneficiary of the recourse claim has fulfilled its own obligations; in particular, its obligation to report defects.

## § 9 General limitations of liability

The Supplier shall only be liable for damages or reimbursement of expenses insofar as it, its executive employees or vicarious agents are culpable for intent, gross negligence or injury to life, limb or health.

The Supplier's strict liability in accordance with the German Product Liability Act (Produkthaftungsgesetz) as well as its liability for the fulfilment of a quality guarantee shall remain unaffected.

The Supplier's liability for a culpable breach of material contractual obligations shall also remain unaffected; however, liability in this respect shall be limited to the foreseeable damages that are typical for the contract, except in the cases described in paragraph 1. Material contractual obligations are those fundamental, elementary obligations arising from the contractual relationship, which are of particular importance for the proper execution or fulfilment of the contract or which have a significant influence on the relationship of trust existing between the parties, in particular the fulfilment of delivery obligations and important information obligations.

The above provisions do not constitute any change in the burden of proof to the detriment of the Customer.

## § 10 Moulds / Tools

The price for moulds also includes the costs for one-time sampling, but not the costs for testing and processing equipment or for any changes initiated by the Customer. The costs arising due to additional sampling for which the Supplier is responsible shall be borne by the Supplier.

Unless otherwise agreed, the Supplier is and remains the owner of the moulds produced for the Customer by the Supplier directly or by a third party commissioned by it. Moulds shall only be used for the Customer's orders if this has been expressly agreed and provided that the Customer meets its payment and acceptance obligations. The Supplier is only obliged to replace these moulds free of charge if they are required to fulfil a guaranteed output quantity for the Customer. The Supplier's obligation to retain the mould shall expire two years after the last delivery of parts from the mould. The Customer shall be informed prior to the mould's disposal.

Insofar as a contract is terminated but the moulds have not yet been amortised, the Supplier shall be entitled to invoice the remaining amortisation amount in full without delay.

If, according to the agreement, the Customer is to become the owner of the moulds, ownership thereof shall pass to the latter after full payment of the purchase price for the moulds. Instead of transferring the moulds to the Customer, the Supplier shall place them in storage for the latter's benefit.

Irrespective of the Customer's statutory surrender claims in respect of the moulds and regardless of their service life, the Supplier shall be entitled to exclusive possession of the

moulds until termination of the contract. The Supplier shall mark the moulds as third-party property and insure them at the Customer's request and expense.

In the case of customer-owned moulds and/or moulds provided by the Customer on loan, the Supplier's liability with regard to their storage and care shall be limited to the level of care taken by it in its own affairs. The costs for maintenance and insurance of the moulds shall be borne by the Customer. The Supplier's obligations shall lapse if, after completion of the order and subject to a corresponding request, the Customer fails to collect the moulds within a reasonable period. As long as the Customer has not met its contractual obligations in full, the Supplier shall in any case have the right to retain the moulds.

### § 11 Drafts / Documents

The Supplier shall retain the sole right of execution and copyright to drafts, documents, illustrations, drawings and other documents belonging to the Supplier. Insofar as the Customer provides templates and ideas, the Supplier shall have a claim to shared copyright to the extent that the template or design was created by the Supplier.

If no order is placed, the Customer shall be obliged to return to the Supplier without delay all documents handed over to it, including any copies made thereof. Digital copies must be irrevocably destroyed.

When providing templates and ideas, the Customer shall indemnify the Supplier against any claims to these asserted by third parties.

The designs, final artwork, printing plates and the like produced by the Supplier shall remain the Supplier's property, even if the Customer has been charged for the associated production costs.

### § 12 Provision of materials

If materials are delivered by the Customer, they shall be delivered in good time and in perfect condition at the Customer's expense and risk with a reasonable excess quantity of at least 10%.

In the event of non-compliance with these requirements, the delivery time shall be extended accordingly. Except in cases of force majeure, the Customer shall also bear the additional costs incurred for interruptions in production.

For materials provided by the Customer or to the Customer by third parties, the Supplier offers no guarantee and accepts no liability for damage that may affect their suitability for processing, formability or the like, or for the resulting products.

### § 13 Industrial property rights and defects of title

If the Supplier is required to deliver goods based on drawings, models, samples, or by means of parts provided by the Customer, the Customer shall be responsible for ensuring that said use does not infringe the property rights of third parties in the country of destination of the goods. The Supplier shall inform the Customer of any rights of which it is aware, but is not

obliged to carry out its own searches. The Customer shall indemnify the Supplier against third-party claims upon first request and shall pay compensation for the damage incurred. If the Supplier is prohibited from manufacturing or delivering by a third party citing an industrial property right belonging to it, the Supplier shall be entitled – without examining the legal position – to cease work until the legal position has been clarified by the Customer and the third party concerned. Should a continuation of the order no longer be reasonable for the Supplier due to the delay, the Supplier shall be entitled to withdraw from the contract.

Drawings and samples provided to the Supplier which have not culminated in an order shall be returned at the Customer's request; otherwise, the Supplier shall be entitled to destroy them three months after submission of the quotation. This obligation applies accordingly to the Customer. The party entitled to destroy said items shall inform the other party of its intention to do so in good time.

The Supplier shall be entitled to the property rights, copyrights and, if applicable, industrial property rights; in particular, to all rights of use and exploitation in respect of the models, moulds and devices, drafts and drawings designed by it or by third parties on its behalf. Upon request, the Customer shall immediately return to the Supplier the documents, moulds, samples or models, including any copies made thereof. This section 8 shall apply accordingly to any other defects of title.

#### § 14 Food-safe and recycled materials

If a product will be placed in contact with food, the Customer is responsible for checking the suitability of the materials concerned for the respective foodstuffs in advance.

Recycled raw materials are carefully selected by the Supplier. Reclaimed plastics may nevertheless be subject to major variations from batch to batch with regard to their surface quality, colour, purity, odour and physical or chemical properties; this shall not entitle the Customer to report defects to the Supplier. However, the Supplier shall, upon request, assign any claims against its upstream suppliers to the Customer; the Supplier does not assume any warranty for the existence of these claims.

#### § 15 Place of performance, place of jurisdiction

The place of performance is Wiedergeltingen, Germany.

At the Supplier's discretion, the place of jurisdiction shall be the Supplier's registered office or the Customer's registered office.

German law shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods shall not apply.

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