



1. **General information:** Our sales, delivery and payment terms shall apply exclusively for all accepted orders. These conditions exclude all other conditions of the buyer, even if these are received by us at a later date. These conditions also apply towards merchants and comparable tradesmen for all future business relations, even if they have not been expressly agreed once again.
2. **Placing of orders and order contents:** a) Orders shall only be deemed as accepted by us if we have confirmed these in writing within 2 weeks from receipt. Agreements reached before and during the placing of the order shall only become contents of the order if they have been confirmed in writing. This order confirmation includes the whole agreement between the company and the buyer with regard to the object of contract. Assurances, promises, conditions or agreements, which are not included herein, are not binding for either of the parties. b) Instructions of the buyer during the execution of the order can only become valid if they are given in writing or confirmed in writing. c) We are entitled to pass an increase in value added tax, occurred between acceptance of the order and delivery of our product, to the buyer. d) The details in drawings, technical explanations, cost estimates, diagrams, weight and dimensions, etc. enclosed with our order documents are not warranted. No rights can be derived in case of deviations when preparing our product, as long as this does not cause an impediment to the usability of the product. The documents made available to the buyer are only determined for his use and are subject to our copyright. Without consent they may neither be copied nor reproduced, nor made accessible to third parties. e) An assignment of the claims under the contract or the justification of rights in rem to these claims by the buyer require the prior written consent of the company for their validity.
3. **Delivery time:** After acceptance of the order the product is to be made available to the buyer within the delivery date. Fixed deadlines within the meaning of § 286 Par. 2 No. 4 BGB and § 376 HGB must be expressly agreed in writing. The deadline is extended by the period in which the buyer refrains from making available documents, does not release drawings in writing or however pays the agreed advance payments and instalments late. Should the delivery time be exceeded by more than 2 weeks for reasons for which we are responsible, the buyer may deem us in default by means of reminder. We are not liable for delays in delivery or omitted production owing to causes, which are beyond our control or owing to force majeure, acts of the buyer, measures of civil or military authorities, priorities, fire, strike, flooding, epidemics, quarantine restrictions, war, riot, transport delay, vehicle shortage or impossibility to procure the necessary manpower, materials or production systems owing to causes beyond our control. With occurrence of such delays or impediments the delivery date is to be postponed by a period which corresponds with the time, which was lost through the reason of the delay.
4. **Deliveries:** Deliveries shall be made ex works, not including packaging. Packaging will not be taken back. We shall the type of packaging and shipment at our reasonable discretion insofar as no special agreements were acknowledged by us in this respect. Release orders are to be accepted within one year insofar as not otherwise agreed. If orders are not released on time we can at our choice claim the full remuneration or cancel the contract, if applicable the residual performance. If part services have already been provided we are entitled, besides the remuneration in this respect, to demand the missed profit from the part of the contract which was not satisfied and reimbursement of the expenses caused by the buyer's conduct. In case of shipment the risk for the goods passed to the buyer when they leave our plant, no matter whether they are transported by external freight forwarders or by an own vehicle. The transport costs shall be paid by the buyer and the buyer shall bear the risk of loss or damages to products during transport and is responsible for asserting claims against the freight forwarders. Shipment dates are estimated dates and are based on the immediate receipt of all necessary information.
5. **Right to offset and retention:** The buyer may only offset against our claims with undisputed or final and absolute claims. The buyer, insofar as he operates as entrepreneur according to § 14 BGB, is not entitled to assert a right of retention for claims which have not yet been declared final and absolute or are disputed on our part. All other buyers may only exercise a right of retention because of those counter-claims insofar as they are based on the same contractual relationship.
6. **Warranty:** a) Warranty rights of the buyer presume that he inspects the goods after receipt regarding quantity and condition and reports possible complaints in case of obvious defects immediately, no later however than within 14 days after receipt of the goods, hidden defects immediately after they are discovered; otherwise the goods are deemed as approved. b) For defects to objects delivered by us which were newly produced we shall grant the buyer at our choice subsequent improvement or replacement delivery. If the subsequent improvement of replacement delivery finally fails the buyer can at his choice demand the reduction of the remuneration or reversal of the contract. The subsequent improvement has only failed if we have unsuccessfully tried to remedy the defect twice. The statute of limitations for claims for defects is 12 months from passing of risk; the statute of limitations in the event of a supplier recourse according to §§ 478, 479 BGB remains unaffected. Insofar as the buyer is entitled to a claim for reimbursement of the damages instead of performance owing to a defect to the object delivered by us, our liability is limited to reimbursement of the foreseeable typically incurred damages. cc) All warranty is excluded for defects to used objects delivered or installed by us. The conditions for carrying out inspections are to be agreed mutually by both parties. The company is to be informed of all inspections which are carried out and is entitled to be represented during these inspections. It is deemed as agreed that faulty products may only be returned if this was approved by the company in advance.
7. **Other liability:** We shall otherwise be liable according to the general statutory provisions insofar as the buyer asserts claims for damages which are due to wilful intent or gross negligence, including wilful intent or gross negligence of our representatives or vicarious agents. Insofar as we are not accused of any wilful breach of contract the liability for damages is limited to the foreseeable, typical occurring damages. We are liable according to the statutory provisions insofar as we culpably breach an essential contractual duty; in this case however the liability for damages is limited to the foreseeable, typically occurring damages. The liability owing to culpable injury to life, the body or health remains unaffected; this shall also apply for the mandatory liability according to the product liability act. Insofar as not otherwise regulated above a further liability is excluded no matter for what legal grounds.
8. **Reservation of title:** a) We reserve the right to the title of the delivered object until receipt of all payments from the business relationship with the buyer. The reservation of title in commercial transactions also covers the recognised balance insofar as we book receivables due from the buyer in current invoices (current account reservation). b) The taking back of the delivered object by us does not represent any cancellation of the contract unless we have expressly declared this in writing. The buyer must inform us immediately in writing in case of seizures and other interventions of third parties in order for us to be able to file an action according to § 771 ZPO. Insofar as the third party is not in the position to reimburse us the judicial and extrajudicial costs of an action according to § 771 ZPO, the buyer shall be liable for the loss suffered by us. c) The buyer is entitled to resell the delivered object in ordinary business transactions; however he hereby now already assigns us all claims in the amount of the final invoice amount (including value added tax) to which he is entitled from the resale against his buyer or against third parties,

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independent of whether the delivered object has been re-sold without or after processing. The buyer is also authorized to collect this claim after its assignment. Our authorization to personally collect the claim remains unaffected thereby, however we undertake not to collect the claim as long as the buyer properly satisfies his payment obligations and is not in default of payment. In this case we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. f) The processing or conversion of the goods under our reservation of title by the buyer is always undertaken on our behalf as manufacturer. If the purchased object is processed with other objects not belonging to us we shall acquire the co-ownership to the new object as a ratio of the value of the purchased object (final invoice amount, including VAT) to the other processed objects at the time of processing. The same shall incidentally apply for the object produced through processing as for the goods delivered under reservation. g) The buyer shall also assign to us the claims for securing our claim against him, to which he is entitled against a third party through the connection of the delivered object with a property. h) We hereby now already release the securities to which we are entitled to the buyer under the condition precedent that the value exceeds the claims to be secured, insofar as these have not yet been settled, by more than 20%.

9. **Prices and payments:** a) Insofar as not expressly otherwise agreed, our prices apply „ex works“, not including packaging. Our prices do not include the applicable rate of value added tax, it shall be shown separately in the invoice in the applicable amount on the date of invoicing. b) Insofar as not otherwise agreed our invoices shall be due and payable 30 days after invoicing without deduction. Despite other provisions of the buyer we are entitled to initially offset payments against his older debt, and shall inform the buyer about the type of invoice carried out. If costs and interest have already been incurred we shall be entitled to initially offset the payment against the costs, then against the interest and finally against the principal payment. c) A payment is only deemed as made when we may dispose over the amount. In the event of cheques the payment is only deemed as made when the cheque has been encashed and appears on the company account. d) If the buyer is in default we are entitled to demand interest from the relevant date in the amount of 8 % points above the base lending rate according to § 247 BGB ; the proof of higher damages by us is permitted. e) If we become aware of the circumstances which raise questions about the creditworthiness of the buyer, in particular if a cheque is not encashed or he suspends his payments or if we become aware of other circumstances, which raise questions about the creditworthiness of the buyer we are entitled to deem the whole residual debt due, even if we have accepted cheques. In this case we are also entitled to demand advance payments or provision or security. The risk and the costs of the products, which are stored for the buyer are to be assumed by the buyer. If the financial position of the buyer in our opinion does not justify at any time the continuation of production or shipment at the originally stated terms of payment we can demand the full payment or a part payment in advance and in case of the existence of reasons for bankruptcy or insolvency we are entitled to cancel the delivery orders still outstanding at this time and be reimbursed our cancellation fees.
10. **Patents:** The buyer must compensate us for all expenses or losses owing to the infringement of patents or trade marks, which are incurred through the observance of blueprints, specifications or instructions of the buyer. To the extent that we are in no way liable for a use of the product delivered accordingly by the buyer, from which he is prevented through opposing patents.
11. **Applicable law, place of jurisdiction, partial nullity:** a) The law of the Federal Republic of Germany shall apply for these business terms and the whole legal relations

between us and the buyer under the exclusion of the UN-law on purchases. b) Insofar as the buyer is a full merchant within the meaning of the commercial code, legal entity under public law or special assets under public law, Bad Kreuznach is exclusive place of jurisdiction for all disputes ensuing directly or indirectly from the contractual relationship. c) Should one provision in these business terms or a provision within the framework of other agreements be or become invalid this shall have no effect on the validity of all other provisions or agreements. d) The waiver of the above conditions, the change or modification to the above conditions must be made in writing to be valid and be signed by the managing director or an authorized person of the company. This shall also apply for the waiver of the written form requirement.

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