



D1045

1. **Placing of orders:** These terms and conditions of purchase regulate the relationship between the supplier and Plascore GmbH & Co. KG. All orders of Plascore GmbH & Co. KG are placed exclusively based on these purchasing terms; we do not acknowledge any opposing conditions of the supplier or those which deviate from our purchasing terms unless we have expressly approved these in writing. The purchasing terms shall also apply for all future business with the supplier: The assignment of claims from orders of Plascore GmbH & Co. KG is not permitted without the consent of the purchasing department of Plascore GmbH & Co. KG.
2. **Order and order acceptance:** Orders shall only be deemed as placed legally binding by Plascore GmbH & Co. KG, if they are issued on order forms of Plascore GmbH & Co. KG, and include price and conditions. Oral orders or orders by telephone, changes or supplements require the express written confirmation of the purchasing department of Plascore GmbH & Co. KG. The following priority shall apply in the event of contradictions between the order bases: - the order document (letter, fax, electronic transmission): - the enclosures specified in the order and integrating order parts; - confirmed special agreements; - the purchasing terms of Plascore GmbH & Co. KG. A copy of the order of Plascore GmbH & Co. KG bearing the legally binding signature of the supplier is to be returned by fax or by electronic means to Plascore GmbH & Co. KG as a sign that the order is accepted no later than within 2 weeks from order. Should the supplier notify any deviations from the order these deviations shall only become binding if they have been expressly acknowledged by Plascore GmbH & Co. KG.
3. **Delivery period:** The delivery period stated in the order is binding. Premature or subsequent deliveries are only accepted after a separate written agreement. Only cases of force majeure shall release the supplier from observing the agreed delivery period and only to the extent that they have as proven occurred and were declared in writing to Plascore GmbH & Co. KG within 5 calendar days. Deemed as events of force majeure are exclusively fire, natural forces, war and riot. If the agreed fixed date is not met (except force majeure) and Plascore GmbH & Co. KG further insists on satisfaction of the contract then Plascore GmbH & Co. KG shall, without proof of the incurred damages, charge 1.0 % penalty (up to the maximum extent of 10 % of the order value) for each start of a week by which the delivery is received late by Plascore GmbH & Co. KG. Further statutory claims remain reserved. The supplier is entitled to prove to Plascore GmbH & Co. KG that either no or substantially less damages were suffered as a result of the delay.
4. **Delivery and shipment:** The delivery must be made according to the stipulated type of shipment. A non-observance entitles Plascore GmbH & Co. KG to assert the total thus incurred damages. If the supplier was not expressly given any shipment instructions the most reasonable delivery possibilities are to be chosen for providing the service. Additional costs for accelerated transport for the purpose of observing the delivery time shall be borne by the supplier.
5. **Price:** Insofar as not otherwise regulated in the order, the prices are according to INCOTERMS 2020 and are FIXED PRICES in the negotiated currency over the whole term of the order. The fixed prices include all expenses of the supplier associated with the satisfaction of the deliveries and services. These in particular include all costs for transport, packaging and insurance, taxes, customs duties and other duties. The conditions of the principal order shall apply for possible order supplements.
6. **Invoices:** Insofar as not otherwise regulated in the order, invoices shall be sent to Plascore GmbH & Co. KG for each delivery immediately after dispatch of the goods. They must contain all necessary information according to § 14 Par. 1 UStG [Value Added Tax Act]. Invoices with incomplete information will not be recognised until clarification by the supplier and returned not processed.
7. **Payment:** Payments shall be made after the service has been provided at the place of performance within 14 days with 3 % cash discount or 45 days net after receipt of the invoice and after delivery of the goods at the destination, except special regulations. Prematurely sent invoices shall not be recognised. The payment does not represent any acknowledgement that the delivery was correct and thus no waiver of justified claims from the title of the satisfaction of the contract, claims for damages, penalties, warranty or guarantee. We are entitled to rights for offsetting and retention to the extent as permitted by law.
8. **Warranty and complaint of defects:** The supplier assumes full warranty for the duration of 24 months from passing of risk for the execution of the deliveries and services as per order and compliance with all relevant statutory and norm regulations. He shall be liable to the same extent for the goods and parts delivered by him, however not produced by him personally or services provided. Plascore shall inspect the goods for defects and deviations in quantity within a reasonable deadline and report these in case of obvious defects or deviations within a period of 14 days after passing of risk in case of hidden defects within 14 days after they are discovered. In the event of liability Plascore is entitled, irrespective of the other statutory possibilities, to either demand free substitute deliveries, free remedy of the defects or a reasonable reduction in price or have the determined defects remedied at the costs of the supplier. Goods for which a complaint is made shall be returned at the costs and risk of the supplier.
9. **Safety and country regulations:** The supplier guarantees that the delivery complies with state-of-the-art technology as well as all applicable safety regulations and technical norms or the applicable regulations of the country of destination, insofar as these are known. The supplier shall upon request create the necessary norm certificates and information of origin. The supplier shall be liable towards Plascore GmbH & Co. KG for the damages it suffers owing to the non-observance of these regulations and norms.
10. **Product liability and insurance cover:** Insofar as the supplier is responsible for a product damage, he undertakes to release Plascore GmbH & Co. KG insofar from claims for damages of third parties upon first request if the cause can be found in his field of control and organisation and he is personally liable in the relationship to third parties. Within the framework of his liability for damaging events in the afore-mentioned sense the supplier is also obliged to reimburse possible expenses according to §§ 683, 670 BGB and according to §§ 830, 840, 426 BGB, which ensue from or in connection with a recall action carried out by Plascore GmbH & Co. KG. We shall inform the supplier – insofar as possible and reasonable – about the contents and extent of the recall measures which are to be carried out - and give him the opportunity to make a statement. This shall have no effect on other statutory claims. The supplier undertakes to maintain a product liability insurance with a sum insured € 2.500.000 per physical injury/property damage – flat rate; if Plascore GmbH & Co. KG is entitled to further claims for damages these shall remain unaffected.
11. It is not permitted to **forward orders** of Plascore GmbH & Co. KG to third parties without the written consent of Plascore GmbH & Co. KG and entitles Plascore GmbH & Co. KG in case of infringement to cancel the contract and receive damages.
12. **Provided material** remains the property of Plascore GmbH & Co. KG and is as such to be stored, marked and managed separately. Its use is only permitted for orders of Plascore GmbH & Co. KG. In case of depreciation, damage or loss the supplier shall replace these immediately.
13. **Advertising:** The reference to the business relationship with Plascore GmbH & Co. KG for advertising purposes requires the prior written approval of Plascore GmbH & Co. KG.
14. **Patents:** The supplier must indemnify Plascore GmbH & Co. KG in case of possible disputes under patent law ensuing from the satisfaction of the order and guarantee Plascore GmbH & Co. KG the unlimited use of the deliveries and services.
15. **Place of performance:** The stated place of destination applies as place of performance for deliveries and services of the supplier. Plascore GmbH & Co. KG is responsible for payments.
16. **Place of jurisdiction** is exclusively Bad Kreuznach. German law shall apply under the exclusion of the UN law on purchasing.

Plascore GmbH & Co. KG  
Feldborn 6  
55444 Waldlaubersheim  
Tel. +49 (0)6707 - 9143-0  
Fax +49 (0)6707 - 9143-40

Sparkasse Rhein-Nahe  
BLZ 560 501 80  
Kto. 10 14 97 06  
BIC: MALADE51KRE  
IBAN: DE22 5605 0180 0010 1497 06

e-mail:  
sales.europe@plascore.de  
Internet: www.plascore.de  
USt.-Ident-Nr.: DE217658799

HRA-Nr.: 3163, Bad Kreuznach  
Persönlich haftende Gesellschafterin  
Huebner-Verwaltungs-GmbH  
HRB-Nr.: 4340, Bad Kreuznach  
Geschäftsführer:  
Fritz Huebner, Christoph Denker