

General Terms and Conditions of Sale and Delivery for Entrepreneurs

(as of November 2018) of

ElringKlinger Kunststofftechnik GmbH

Etzelstraße 10

74321 Bietigheim-Bissingen

(hereinafter referred to as "**Seller**")

I. General Provisions

1. These General Terms and Conditions of Sale and Delivery shall apply exclusively to entrepreneurs (as defined in § 14 German Civil Code, hereinafter referred to as "**BGB**"), legal entities under public law or special funds under public law as defined in § 310 Subsection 1 BGB (hereinafter referred to as "**Buyer**").
2. The terms and conditions shall govern all contracts concluded between the Seller and the Buyer. They shall also apply if the Seller does not expressly refer to them in later contracts. General terms and conditions of the Buyer shall not apply, and the Seller hereby expressly objects to them.
3. Supplements and amendments to contracts and these General Terms and Conditions must be made in writing in order to be effective. This also applies to changes to the written form requirement.

II. Conclusion of Contract

1. The Seller's "offers", in particular on our homepage, are subject to confirmation and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - for which we reserve ownership rights and copyrights.
2. The order of the goods by the Buyer, e.g. by e-mail or letter, shall be deemed a binding contractual offer. Unless otherwise stated in the order, the Seller shall be entitled to accept this contractual offer within 14 days of its receipt by the Seller. The Seller reserves the right to confirm receipt of the order by means of an "order confirmation". For the sake of clarification, it is pointed out that the order confirmation is not to be regarded as acceptance of the offer.
3. Acceptance of the contractual offer by the Seller can be declared either in writing (e.g. by order confirmation), in text form or by delivery of the goods to the Buyer (hereinafter referred to as "**conclusion of contract**").

III. Delivery and Packaging

1. Unless otherwise agreed, delivery shall be EXW (INCOTERMS 2020).
2. The Seller shall be responsible for the packaging of the delivery items, unless otherwise agreed. Packaging costs will be charged to the Buyer.
3. The delivery period shall commence upon conclusion of the contract, but not prior to the receipt of any documents, approvals, releases and other items by the Buyer and prior to receipt of any agreed down-payment.
4. The delivery period shall be extended in case of force majeure, i.e. unforeseeable events beyond the control of the Seller. The same applies to labor disputes, in particular strikes and lockouts as well as unforeseeable operational disruptions, delays in the delivery of essential materials, insofar as such obstacles influence the delivery of the delivery item. This shall also apply if these circumstances occur at sub-suppliers. The delivery period shall be extended in accordance with the duration of such measures and obstacles. The Seller shall not be deemed responsible for the aforementioned circumstances even if they occur during an already existing delay. Such hindrances shall be notified to the Buyer immediately.
5. If the Seller culpably exceeds the delivery periods, he shall only be in default if the Buyer requests him to deliver again after setting a reasonable deadline. Claims for compensation for damage caused by delay shall be excluded in the case of simple negligence. Liability pursuant to VIII shall remain unaffected thereby.

IV. Scope of Delivery

1. The scope of delivery is determined by the respective contract.
2. We reserve the right to make changes to the delivery item which are attributable to improvements in technology or to legal requirements, provided that the delivery item is not significantly changed and the changes are reasonable for the Buyer.

V. Prices, Terms of Payment and Off-setting

1. All prices are net prices plus the applicable statutory value added tax.
2. Unless otherwise agreed, invoices shall be due for payment without deduction within 14 days of invoicing.
3. The Buyer shall only be entitled to offset if his counterclaims are adjudicated by a court in a non-appealable manner or undisputed by the Seller. The Buyer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

VI. Price Adjustment

If there are more than 8 weeks between the conclusion of the contract and the agreed delivery date, the Seller shall be entitled to make appropriate price adjustments in the event of increases in material prices, wage costs or energy prices.

VII Property Rights and Tools

1. Cost estimates, drafts, drawings and other documents shall remain the property of the Seller. These documents may only be made accessible to third parties with the prior written consent of the Seller.
2. If delivery items are manufactured according to drawings, models, samples or other documents of the Buyer, the Seller (i) shall not give any warranty and (ii) shall not be liable for the infringement of industrial property rights of third parties.

VIII. Warranty/Liability

1. If a defect becomes apparent during delivery, inspection or at any later point in time, the Seller must be notified of this immediately in writing. In any case, obvious defects must be reported in writing within 14 working days of delivery and defects not recognizable during the inspection within the same period of time from discovery. If the Buyer fails to properly inspect the delivery item and/or give notice of defects, the Seller's liability for the defect not reported or not reported in a timely manner or not properly shall be excluded in accordance with the statutory provisions.
2. The Seller shall be liable as follows for material defects and defects of title in delivery items:
 - a) During 12 months from the transfer of risk, the Buyer shall initially have a claim to subsequent performance (rectification of defects or replacement delivery) at the Seller's discretion.
 - b) Notwithstanding the foregoing, defects due to, including but not limited to, natural wear and tear, faulty assembly by the Buyer as well as minor deviations from the agreed quality shall be excluded from warranty.
3. The Seller shall only be liable for damages arising from injury to life, limb or health or from the breach of essential contractual obligations (so-called cardinal obligations). This shall also apply for other damages based on an intentional or grossly negligent breach of duty by the Seller, his legal representatives or vicarious agents. Essential contractual obligations shall be deemed as such obligations whose fulfilments are necessary to achieve the objective of the contract.
4. In the event of a breach of essential contractual obligations, the Seller shall only be liable for the foreseeable damage typical of the contract and if such damage was caused by simple

negligence. For the avoidance of doubt, this shall not apply to damages by the Buyer arising from injury to life, limb or health.

5. The restrictions of paragraphs 3 and 4 shall also apply in favour of the legal representatives and vicarious agents of the Seller if claims are asserted directly against them.
6. The limitations of liability resulting from paragraphs 3 and 4 shall not be applicable if the Seller has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same shall apply if the Seller and the Buyer have reached an agreement regarding the specification of the delivery item.
7. The provisions of the Product Liability Act shall remain unaffected.

IX. Recourse/Indemnification

The Seller shall only indemnify the Buyer in accordance with the statutory provision (BGB) with regard to defects. Any agreement between the Buyer and its customer shall not constitute any further liability of the seller.

X. Retention of Title (“Erweiterter Eigentumsvorbehalt”)

1. The Seller reserves the right of ownership of the delivery items until the price has been paid in full.
2. In the event of a breach of contract by the Buyer, in particular default in payment, the Seller shall be entitled to withdraw from the contract and demand the return of the delivery items, the return of the delivery items and/or withdraw from the contract.
3. The Buyer shall be entitled to resell the delivery items in the ordinary course of business; he hereby assigns all claims in the amount of the purchase price agreed upon between the Seller and the Buyer (including value added tax) which arise out of the resale, irrespective of whether the delivery items have been processed or not. The Seller accepts the assignment. Nevertheless, the Buyer shall be authorized to receive the payment of the assigned claims. The authority of the Seller to collect the claims remains unaffected. In this case, however, the Seller may demand that the Buyer discloses 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.
4. If the delivery items are processed, mixed or inseparably combined with other items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other processed items at the time of processing or to the other mixed items. The Buyer shall hold the co-ownership in safe custody for the Seller.
5. The Buyer may neither pledge the delivery items nor assign them as security. In the event of seizures, confiscations or other dispositions by third parties as well as the opening of insolvency or composition proceedings against the Buyer's assets, the Buyer shall immediately notify the Seller thereof and provide the Seller with all information and

documents necessary to safeguard the Seller's rights. Enforcement officers or third parties shall be informed of the Seller's ownership.

6. The Seller shall release above securities at the request of the Buyer to the extent that their value exceeds the secured claims by more than 10%.

XI. Data Protection

We may save and process any data relating to the relevant orders only to the extent permitted under applicable law.

XII. Place of Jurisdiction and Applicable Law

1. The Laws of the Federal Republic of Germany shall apply exclusively with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions of Sale and Delivery shall be Stuttgart/Germany.

XIII. Miscellaneous

Transfers of rights and obligations of the Buyer require the written consent of the Seller in order to be effective.