

**General terms and conditions
of sale, delivery and payment
of geba Kunststoffcompounds GmbH
geba Kunststofftechnik GmbH & Co. KG**

I. Scope

1. The conditions of geba Kunststoffcompounds GmbH, hereinafter referred to as supplier, apply to all customers, hereinafter referred to as customer.

II. General conditions

1. All deliveries and services are based on these conditions. Differing terms of the customer shall not become part of the contract, not even if the order is accepted. Unless agreed otherwise, a contract is concluded by written order confirmation of the supplier. Should two confirmations cross, the conditions of the supplier shall apply.
2. Whenever incoterms are mentioned in an offer or purchase confirmation of the supplier, the incoterms in their latest version shall apply.
3. All contracts shall be governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded for contracts with customers ordering from abroad.

III. Conclusion of contract and content

1. All offers by the supplier are non-binding. The contract is concluded by written confirmation of the supplier.
2. The customer is bound to orders placed.
3. The written confirmation of the supplier is decisive for the content and the scope of the agreements made; in addition to this, the present conditions shall apply.

IV. Prices and payment

1. Provided that no other written agreement has been made, the prices of the supplier are quoted ex works, including packaging and loading at the works, but excluding all ancillary expenses.
2. Prices are subject to the addition of value added tax at the statutory rate applicable on the date of the invoice.
3. If the supplier's production costs for deliveries with an agreed delivery period of at least two months substantially change after the conclusion of the contract (particularly in case of substantial increases or decreases of prices of raw materials or vendor parts, of wage costs or public charges), the supplier may change his prices accordingly.
4. The purchase price is due for settlement net cash on delivery.
5. Any claims of the supplier are subject to 8 % interest p.a. from 14 days after the due date (date of receipt of the invoice, but not prior to the day of loading).
6. In cases of justified doubts regarding the solvency or creditworthiness of the customer, and particularly in the case of payment arrears, the supplier is entitled to revoke payment periods granted, to request advance payment or securities for further deliveries, to withhold outstanding deliveries or to withdraw from the contract.
7. Should the customer fall into arrears, all outstanding claims arising from the entire business relationship with the supplier will immediately fall due insofar as the customer has no objections. The supplier is subsequently entitled to demand advance payment.
8. The set-off against counterclaims found uncontested or legally valid by court is not permitted, neither is the exercise of the right to withhold performance or the right of retention.

V. Times of delivery, delay

1. The supplier can only respect the delivery times if all commercial and technical questions between the contractual parties have been settled and the customer has fulfilled all his obligations. Should this not be the case, the delivery period will be extended accordingly. The aforesaid shall not apply if the supplier is responsible for the delay.
2. The respect of the delivery times is subject to the reserve of a correct and timely supply from sub-suppliers.
3. The supplier is entitled to partial deliveries as long as they consist of at least 25 % of the quantity ordered.
4. The delivery dates are no fixed dates unless explicitly determined as such.
5. If "prompt" is agreed as the delivery date, the delivery period shall be 14 calendar days
6. In the case of delay in delivery, the customer shall grant a reasonable extension of at least two weeks.
7. Excess or shortfall quantities of up to 10 % of the total delivery do not justify compensation claims. The customer shall accept and pay the price agreed upon for the excess quantity.
8. The delivery times will be understood as adhered to if the supplier informs the customer that the goods concerned are ready for dispatch or if they have left the supplier's works within the period agreed. This shall also apply in cases in which the goods have to be accepted by the customer.
9. Should the dispatch or the acceptance of the delivered item be delayed for reasons the customer is responsible for, he will be charged with the costs caused by the delay starting from one month after the date of the notification of the readiness for dispatch or for acceptance.
10. If the non-observance of the delivery times is due to force majeure, strikes or other events beyond the supplier's control, the delivery term shall be reasonably extended. The supplier will inform the customer of the beginning and the end of such circumstances as soon as possible.
11. Claims for compensation of the customer regarding a delayed delivery are inadmissible except for cases of intent or gross negligence by the bodies, representatives or agents of the supplier, in which cases liability is mandatory.
12. The supplier's goods are – unless agreed otherwise – destined for the processing in the company of the customer himself. If this is not respected, the supplier will not accept any liability.

VI. Conditions of the goods / samples / technical assistance/ use

1. Unless agreed otherwise, the quality of the goods is detailed in the product specification (data sheets) of the supplier only. Insofar as the supplier sells products of different producers, the product specification (data sheets) of the respective producer shall apply.
2. The samples provided by the supplier as well as the technical and chemical indications only serve the purpose of describing the goods in a general manner. They do not contain any guarantee concerning the quality or durability of the goods and do not exempt the customer from examining every single delivery.
3. Although the supplier provides the assistance concerning the use of his products to the best of his knowledge and belief, it is not binding and does not exempt the customer from examining every single delivery regarding its suitability prior to its processing. The customer is solely responsible for the use, the application and the processing of the goods delivered by the supplier as well as for the observance of the applicable safety precautions.
4. Unless the supplier has agreed otherwise in writing after an individual risk evaluation and subject to all applicable regulations, the following restrictions and bans on the use shall apply: The products sold and/or delivered by the supplier are not destined (i) for the production of medicinal products of the risk category III in accordance with the EU guideline 93/42/EEC, (ii) for implants meant to remain inside the body for more than 30 days (permanent implants)- irrespective of their particular risk category- , (iii) for medicinal products with a life-sustaining function, (iv) for the use in the production of weapons or other things meant to kill or hurt people and (v) for the construction of or the use in the production of aircrafts unless the goods delivered are used for products in the interior construction of the aircrafts.

VI. Transfer of risk, acceptance

1. The risk is transferred to the customer when the delivery item has left the supplier's works; this also applies to partial deliveries.
2. If the dispatch is delayed or omitted due to circumstances beyond the control of the supplier, the risk shall be transferred to the customer on the day of the notification of the readiness for dispatch by the supplier.
3. If the dispatch is delayed upon request or through fault of the customer, the customer will be charged for the costs caused by external storage or in the case of storage in the works of the supplier at least 0.5 per cent of the invoice amount for every month from the day of the notification of the readiness for dispatch.

VII. Dispatch and insurance

1. The supplier charges ancillary expenses separately. He charges reasonable prices for packaging material. Packaging material will not be taken back.
2. Unless agreed otherwise in writing, the supplier ships the goods at the customer's expense. Should the customer request a certain kind of shipping, he must inform the supplier of his wishes in a timely manner. The thus arising additional costs are borne by the customer.
3. Upon request by the customer, the shipment will be insured against the risk named by him at his charge. The supplier is entitled to conclude a transport insurance at the expense of the customer. Already now, the customer assigns his claims against the insurance in the event of damage to the supplier. The customer is obliged to do everything he can to maintain the insurance claim, particularly to provide the insurance and the supplier with all necessary notifications and documents in time.

VIII. Copyright and title to the documents

1. The supplier retains his copyright, even after completion of the contract. His documents (drawings, declarations, quotations, recipes, etc.) – also in electronic form – must not be made available to third parties. They must be returned on the supplier's request and will remain his property.

IX. Retention of title

1. All objects delivered by the supplier will remain his property until all his claims resulting from the business relationship have been fully settled.
2. The ownership of the supplier will thus not cease to exist when the customer has paid the price of the reserved goods, but only if he has settled all claims from the business relationship and particularly the account balance.
3. As long as not all of his claims have been settled, the supplier is entitled to insure the delivery item at original value at the customer's expense against theft, breakage, fire, water and other damage, unless the customer provides evidence that he has taken out the insurance himself.
4. The customer shall only sell, pledge or assign the delivery item as security after prior written consent of the supplier. In the event of attachments, seizures or other third-party dispositions, the customer must inform the supplier immediately.
5. Should the customer breach the contract, particularly by defaulting in payment, the supplier is entitled to take back the delivery item following a payment reminder, and the buyer is obliged to surrender it. The assertion of rights under the retention of title or the pledging of the delivery item by the supplier shall not be deemed a cancellation of the contract. Should the supplier cancel the contract, the customer is obliged to surrender the goods. After the goods have been taken back, the supplier is entitled to process them; the profit from this processing less appropriate processing costs is to be deducted from the liabilities of the customer.
6. If the customer sells the delivery item on in an ordinary course of business, he will cede all claims resulting from the resale against his buyers or third parties to the amount of the final invoice (including VAT) already now, irrespective of whether the delivery item has been sold without or after being processed. The supplier shall be entitled to collect this claim even after assignment. The right of the supplier to collect the debt himself remains unaffected. However, the supplier undertakes not to collect the account receivable as long as the purchaser uses the profits made to comply with his payment obligations, does not default and not file for insolvency or suspension of payments.

If this is the case, the supplier may request the customer announce the assigned claims and the corresponding debtors as well as all information necessary for the collection, hand over the associated documents and inform the debtors (third parties) of the assignment.

7. The processing or transforming of the delivery item by the customer is always carried out for the supplier. If the delivery item is processed with other objects not owned by the supplier, the supplier shall acquire co-ownership of the new item in proportion to the value of the delivery item to the other processed objects at the time of processing. The same conditions apply to the new item produced through the processing as to the item delivered under reservation.
8. If the delivery item is mixed inseparably with other objects not owned by the supplier, the supplier shall acquire co-ownership of the new item in proportion to the value of the delivery item to the other mixed objects at the time of processing. If the mixing is effected in such a way that the item owned by the customer is to be considered the main component, it is agreed that the customer shall assign co-ownership as appropriate. The customer shall keep the resulting sole property or co-property for the supplier.
9. Any other assignment, not even in the scope of factoring, is not allowed.
10. The supplier undertakes to release the securities to which he is entitled upon request of the customer insofar as the value of the securities exceeds the claims to be secured by more than 20 %. The selection of the securities to be released is up to the supplier.
11. An application for the opening of insolvency proceedings shall entitle the supplier to withdraw from the contract and to request the immediate return of the item delivered.

X. Liability for defects

1. Warranty rights of the customer are subject to his properly complying with his examination and notification obligations in accordance with the commercial regulations. If the customer does not notify the supplier of a defect within one work day or if he processes the product of the supplier further, the delivery will be deemed accepted.
2. A notification of a defect does not entitle the customer to withhold due payments or to refuse the acceptance of further deliveries.
3. In the case of a timely and justified notification, the warranty claims of the customer are initially limited to the right to subsequent performance.
4. In the scope of the subsequent performance, the supplier is entitled to choose between a new delivery and rectification.
5. In the case of a timely and justified notification of a defect by the customer, the supplier will rectify or replace all defective items at his discretion. Replaced items are to be returned to the supplier. If a rectification or a replacement delivery is not possible or refused or is delayed beyond an adequate period or cannot be effected for other reasons attributed to the supplier, the customer will be free to choose to either withdraw from the contract or reduce the price.
6. Furthermore, in case of material deficiencies and deficiencies in title of the delivery, the supplier shall warrant by way of exclusion of further claims and in particular of compensation claims as follows:

At his own discretion, the supplier shall freely rectify or re-deliver any delivery which proves to be defective within six months after the delivery as a result of circumstances occurred prior to the transfer of risk. The supplier shall be notified in writing immediately of such defects. The replaced parts will become the property of the supplier.

The customer shall grant the supplier the time and opportunity necessary for the rectifications and replacement deliveries apparently necessary after prior consultation with the supplier. The supplier will otherwise not be liable for the thus resulting consequences. Only in urgent cases in which the operational safety is put at risk and to avert disproportionate damage, in which case the supplier is to be notified immediately, shall the customer be entitled to rectify the defect himself or have third parties rectify the defect for him and to demand a reimbursement for the necessary expenditure.

If the customer or a third party rectifies improperly, the supplier will not be liable for the thus resulting consequences. The same applies to modifications of the delivered item which were executed without prior consent of the supplier.

7. The supplier does not provide any guarantee that the product is free of patents or other third party industrial property rights.
8. The buyer shall not have any guarantee rights for quality defects in case of goods that were sold as NT goods, seconds, reclaimed or alike, according to the agreement.

XI. Liability

1. The supplier shall only be liable – on whatever legal grounds - for any damage not caused to the delivery item itself
 - In the case of intent or gross negligence on the part of the owner or company executives,
 - In the case of defects the supplier has maliciously concealed or the absence of which he has guaranteed,
 - In the case of defects of the delivered items insofar as the liability is assumed in accordance with the German Product Liability Law for personal injury or property damage to privately used goods.

Any further claims are excluded.

2. Limitations to liability in the case of contract work

The contractual liability of the supplier in the case of contract work is limited to three times the value of the wage for damages not resulting from the violation of life, body or health or which have been caused by intent or gross negligence.

3. The customer must prove that a damage occurred was not caused by material he provided.

XII. Limitation

1. All rights by the customer – irrespective of the legal grounds – become statute-barred in six months' time. In case of intentional action or malicious conduct and claims in accordance with the Product Liability Act, statutory periods apply.

XIII. Final provisions

1. In the event of a provision of these conditions being or becoming legally ineffective, the validity of the remaining provisions shall not be affected.
2. The customer may not assign claims or any other contractual rights to third parties without prior written consent by the supplier.
3. The place of jurisdiction is the court competent for the supplier's registered office. The supplier, however, is entitled to file suits with the court competent for the customer's registered office.