

General conditions of purchase of AKRO-PLASTIC GmbH and its branches AF-COLOR and BIO-FED

1. Application area

- 1.1. These general conditions of purchase solely apply for companies in terms of § 310 clause 1 BGB. They apply for all contractual relationships both, goods being supplied to us (especially acquisition, rent or loan) and services being ordered by us (especially service contracts, contracts of manufacture, business management contracts).
- 1.2. For all goods and services supplied to us, our general terms of purchase exclusively apply; conditions of contractual partners which differ or are opposed to ours do not apply unless we explicitly agree to those in writing. Our general conditions of purchase even apply, if we unconditionally accept or pay goods or services from our contractual partners while being notified of opposed or differing conditions of our suppliers regarding supplies and services.
- 1.3. All contractual agreements between us and our contractual partners are only deemed binding in writing. Oral subsidiary agreements are only deemed binding if they have been confirmed by us in writing.
- 1.4. Our contractual partner acknowledges their exclusive validity for all further contracts as of first delivery or service.

2. Orders and requests

- 2.1. Our orders and requests are only deemed binding if they have been issued in writing or have been confirmed by us in writing. This applies as well for changes or amendments of our orders and requests.
- 2.2. We can revoke our orders and requests for free, if they are not being confirmed by contractual partner to us in writing within 2 weeks without modification.

3. Terms of delivery, transportation insurance

- 3.1. The agreed terms of delivery are binding. For the proof of matching agreed timing the date of arrival of goods at our premises is decisive for pure supply of goods, the date of approval, however is decisive for supply of deliveries with subsequent assembly or installation as well as for services.
- 3.2. If delays occur or can be expected, we must be promptly informed by our contractual partner. In case of default or default in delivery we are entitled to legal requirements without limitation to any agreed contractual penalty, however, the penalty paid will be credited against the remedies entitled to us.
- 3.3. Early deliveries or services as well as deliveries of parts or over-deliveries or services require our previously written approval. In case of over-deliveries, we are authorized to refuse acceptance of delivery, to store the supernumerary goods at our contractual partners' expenses or send them back at his expenses.
- 3.4. For every delivery made, we require an advice- as well as delivery note on the same day delivery is being shipped. All shipping documents must contain our order number.
- 3.5. Our contractual partner is obliged to insure delivery at his expense.

4. Penalty clause

- 4.1. If a contractual penalty is agreed, we can claim for this until settlement of invoice of delayed or defective supplied goods or services, even if we do not reserve our right for asserting claims when receiving the goods or services.

5. Import- and export clauses, duty

- 5.1. In case of deliveries or services being supplied from a country of the European Union outside Germany, the EU-tax ID number must be indicated. Our contractual partner is obliged to ensure, that the effective import rules are adhered to, as making explanatory notes available in compliance with law and giving information, authorize checks executed by customs authorities as well as supplying necessary official confirmations. Arising expenses are being paid by our contractual partner.
- 5.2. Imported goods must be delivered duty paid.

6. Prices, invoices and terms of payment

- 6.1. Prices indicated in our orders and requests are binding. In case of delivery of goods, the price includes delivery "delivered duty paid" ("DDP", Incoterms in force) inclusive of packaging and possible operational assembly.
- 6.2. Invoices shall state the order or request number and must be separately sent to us by post. We are authorized to return invoices without order in an unprepared condition.
- 6.3. VAT must be separately declared in invoices.
- 6.4. We pay the sum due by contract within 14 days less 2 % discount or within 30 days, calculated from delivery and receipt of invoice, in case of necessary approval calculated from approval and receipt of invoice unless nothing else is agreed in writing. In case of payment by bank transfer, our payment obligation is punctually adhered to when our remittance order has been transmitted to our bank within the terms stated, in case of payment by check our obligation expires when the latter has been given to post within the period stipulated.
- 6.5. Payment effected by our company does not signify acceptance of deliveries or services as according to contract. In case of incorrect or incomplete delivery or services, we are irrespectively authorized not withstanding other applying rights to reserve payments on claims resulting from business relationships in adequate extent till correct compliance has been effected.
- 6.6. Set-off rights as well as rights of retention are entitled to us to legal extent.

7. Non-assignability

- 7.1. Assignment of claims made against us is not allowed.

8. Risk assumption

- 8.1. Delivery of goods has to be effected „delivered duty paid“ („DDP“, Incoterms in force), when nothing else has been agreed on in writing.

- 8.2. Risk of delivery without assembly or installation passes to us upon delivery is made to delivery address notified by our company, in case of delivery with subsequent assembly or installation as well as services with successful completion as to our acceptance. Use of goods delivered to us does not replace necessary approval.

9. Examination of defect and rights in case of defect

- 9.1. As far as commercial the examination obligation as well as the obligation to complain is valid, our obligation is limited to checking of goods concerning quantity as well as identity, externally recognizable transport- as well as packaging damages and randomly checking of goods as concerns substantial features. In cases of doubt with regard to quantity, weight and measurement, the values determined within our incoming inspection are decisive.
- 9.2. Our notice of defects is in a timely manner if it is sent to our contractual partner within 2 working days, calculated with receipt of goods at our premises, and what regards hidden defects, immediately when discovering defect. If a defect is being observed in case of examination, our contractual partner carries the costs of product testing not withstanding of claiming for our other rights.
- 9.3. In case of defects, we are entitled to guarantee claims in unabridged version. Our contractual partner is obliged to carry all arising charges what concerns removal of defects or compensation deliveries. Our right of withdrawal as well as our indemnity claims, especially remedies for compensation instead of performance remain reserved in any case.
- 9.4. At imminence of danger or special urgency, we are authorized to independently handle necessary removal of defects at our contractual partners' expenses, or to get it handled by third parties.
- 9.5. Should our contractual partner supply conform or congenerous goods or services again in inadequate quality or behind schedule, after a reminder has been carried out in writing, we are authorized to immediately withdraw from the contract. Our right of withdrawal composes in this case even such deliveries and services, our contractual partner has to prospectively provide to us for this or another contractual relationship.
10. **Limitation period**
Claims entitled to us become time-barred within the obligatory legal period.
11. **Spare part guarantee**
If our contractual partner supplies machines or other technical equipment to us, he is obliged to make spare parts available to us for a period of seven years after delivery has been made.
12. **Confidentiality**

- 12.1. If documents are being made available to our contractual partner, they remain our property. Existing copy- and usage rights remain at our premises. Copies of documents, being made available to us, can only be made with our written accordance. The documents as well as copies, being made available by us, must be returned to us directly after execution of our order or request; insofar our contractual partner is not authorized to assert his right of retention.
- 12.2. The documents, being made available to our contractual partners are exclusively be used with regard to execution of orders and may not be handed over or made available to third parties.
- 12.3. Our contractual partner is obliged to treat non-public information, being made available to him with regard to the order, as strictly confidential and to keep it confidential from third parties. This non-disclosure agreement even applies after termination of contract. It expires, if and as far as information being made available by us has become public without involvement of our contractual partner.
- 12.4. Our contractual partner is obliged to sign a separate non-disclosure agreement, if we ask him to do so.
13. **Rights of third parties, product liability und regress**
Our contractual partner indemnifies and holds us harmless against all claims of third parties already after first request, third parties claim against us in connection with delivery or service of our contractual partner, regardless of which cause in law (especially because of a defect as to quality or defect of title, due to other defects of delivered goods by our contractual partner or concerning breach of trademark rights). This indemnity obligation composes all charges, emerging in connection with claims of third parties.

14. Retention of title

14. The right of property of goods supplied is subrogated to us when payment of the agreed price has been completely effected. Every elongated or extended retention of title is excluded.

15. Leasing of technical equipment

15. If we lease machines or technical equipment, our contractual partner guarantees that rental unit is subject to current DIN-standards, EU-machine regulations as well as current occupational health and safety regulations and carries a valid CE mark.

16. Services performed at our premises

- 16.1. If our contractual partner operates within our building and/or on our premises for the purpose of execution of contract, he has to ensure compliance to all appropriate regulations, especially regulations 98/37/EG, 93/86/EWG and 2004/108/EG, law concerning technical work equipment, applicable accident prevention regulations, generally accepted safety-related and occupational health regulations as well as applicable EN-standards.
- 16.2. Execution of work is exclusively performed according to instruction of our contractual partner. Instructions made by us are not effective.

16.3. If use of forklifts, cranes or hydraulic hoists is necessary for performance to contract, the verifications being necessary for these machines must be unsolicitedly made available by our contractual partner.

17. Other clauses

17.1. For merchants, entities of public law and public separate district court Coblenz exclusively applies as place of jurisdiction. This even applies for claims resulting from checks and drafts.

17.2. German law exclusively applies. Regulations of consistent law do not apply with regard to international sales of goods and chattels (EKG = einheitliches Gesetz über den internationalen Kauf beweglicher Sachen), consistent law concerning conclusion of international agreements for sales of goods and chattels (EAG = Abschluss von internationalen Kaufverträgen über bewegliche Sachen) and the law as regards agreement of United Nations of 11 April 1980 with regard to contracts of international sale of goods (United Nations Convention for the International Sale of Goods = UN Kaufrecht)

17.3. Should any provision of this Agreement or part thereof be or become invalid or unenforceable, the remaining provisions shall continue to be valid. In the place of the invalid or unenforceable provision, a valid or enforceable provision shall apply which the parties would have chosen in order to achieve the commercial effect of the provision to be replaced if they had foreseen and considered the invalidity or unenforceability.