



I. GENERAL – SCOPE OF APPLICATION

1. Our terms of sale apply to all current and future business relationships in business dealings with entrepreneurs i.S.d. § 14 BGB (hereinafter: buyer or customer).
2. Deviating, conflicting or supplementary terms and conditions, even if known, are not part of the contract, unless their validity is expressly agreed in writing.
3. In international trade, the International Commercial Terms (Incoterms 2000), German edition apply to the interpretation of all contractually agreed terms. Contract and negotiation language is German.

II. OFFER, OFFER DOCUMENTATION

1. The supply contract is concluded when the supplier accepts the written order within five working days in writing. Any changes and additions are only valid if confirmed by us in writing
2. If the customer orders the goods electronically, we will immediately confirm receipt of the order. The confirmation of receipt does not represent a binding acceptance of the order. The confirmation of receipt can be linked to the declaration of acceptance.
3. The contract is concluded subject to the correct and timely delivery by our suppliers. This only applies in the event that we are not responsible for the non-delivery, in particular when concluding a congruent hedging transaction with our supplier.
4. The customer is informed immediately about the unavailability of the service. The consideration will be refunded immediately.
5. If the customer orders the goods by electronic means, the text of the contract will be stored by us and sent to the buyer on request in addition to these Terms and Conditions by email.
6. If the customer withdraws from the contract and has to represent this resignation, then he is to pay a lump-sum compensation i.H.v. 15% of the net order value plus VAT. If ILLING PLASTICS proves a higher damage, the higher amount is owed. The customer is expressly permitted to prove that the damage did not occur at all or only at a significantly lower level.

III. ORDER CONFIRMATION

1. The written order confirmation must be checked immediately after sending and any deviations from the order must be notified to us immediately.
2. If the order confirmation contains an explicit reference to a deviation from the order, the customer must immediately object to the confirmation in writing.
3. Any expenditures incurred by us due to missing or delayed complaint or contradiction or any resulting damage shall be borne by the customer. The customer is entitled to prove that we have incurred no useless expenses due to his missing or late complaint, or that we have incurred no or little damage

IV. PRICE, AMOUNT, CONDITIONS OF PAYMENTS

1. All prices are quoted ex works (EXW) plus applicable VAT, unless otherwise stated in currency or currency, in Euros. The prices valid on the day of conclusion of contract apply.
2. All prices are based on the cost factors valid at the time of conclusion of the contract (currency ratio, raw material price, wages, freight, customs duties, etc.). Significant changes in the cost factors, which we have not represented and culpably set, entitle us to withdraw from the contract until the agreed delivery time or submit a new offer to the customer. Substantial is a change in a cost factor if it has changed by more than 5% compared to the cost factor valid at the time of conclusion of the contract.
3. All quantities and weights stated in the order confirmation are within a tolerance of $\pm 10\%$. Unless official weighing is expressly required, the weight determined by us on shipping is the basis of the price calculation.
4. Invoices are payable within 10 days after receipt of the goods with deduction of 2% discount or within 30 days of the date of invoice without deductions. After expiry of this period, the buyer is in default of payment. During the delay the customer has the interest rates of 8 percentage points above the base rate, unless higher interest rates have been agreed. ILLING PLASTICS reserves the right to assert a higher damage caused by delay.
5. The customer has a right of set-off only if his counterclaims have been legally established or recognized by ILLING PLASTICS. A right of retention can only be exercised if the counterclaim is based on the same contractual relationship.
6. If the customer defaults on payment in a significant amount or if other circumstances occur which indicate a significant deterioration in the customer's ability to pay after conclusion of the contract and make our payment claim endangered, we are entitled to the rights under § 321 BGB. We are then also entitled to all outstanding claims from the current business relationship with the customer due.

V. DELIVERY TIME, DELAY, HIGHER VIOLENCE

1. Delivery dates are, unless otherwise agreed, as non-binding. In case of late delivery the written reminder of the customer leads to a delay, whereby we have to be granted a reasonable grace period.
2. The delivery period begins, unless otherwise agreed, with dispatch of the order confirmation, however, requires the clarification of all technical issues and the provision of all documents to be procured by the customer, permits, certificates of release, etc. and the performance of agreed installment payments.
3. The delivery period is met if the goods have left the factory or are ready for dispatch by the end of their expiry date. It shall be extended appropriately in cases of force majeure, in the event of non-operational breakdowns, in the context of industrial disputes, in particular strikes and lockouts, as well as on the occurrence of other unforeseen obstacles which cannot be influenced by ILLING PLASTICS and which have a significant influence on the completion or delivery of the delivery item.



This also applies if such circumstances occur with suppliers. ILLING PLASTICS will, in important cases, inform the customer as soon as possible about the beginning and end of such obstacles.

4. If delivery delay occurs, the customer can set us a reasonable period of grace and, after the unsuccessful expiration, withdraw from the contract insofar as the contract has not yet been fulfilled. In such cases, claims for damages are based on section IX of these conditions.
5. Compliance with our delivery obligation presupposes the timely and proper fulfillment of the customer's obligations. If shipping is delayed for reasons for which the customer is responsible and if the customer is in default of acceptance or if he violates other obligations to cooperate, ILLING PLASTICS shall be entitled to at least 1% of the invoice amount for each damage incurred, including any additional expenses to claim a maximum of 10% of the total invoice amount for the beginning of the month. In this case, the risk of accidental loss or accidental deterioration of the goods at the time of the customer on, in which he is in default of acceptance. If we charge higher storage costs or the customer has lower storage costs, the storage costs actually incurred shall be reimbursed. After expiry of an additional period of 2 weeks set by us, we can withdraw from the contract and dispose of the goods elsewhere.
6. Both claims for damages of the customer due to delay of the delivery as well as claims for damages in excess of the limits mentioned in no. 4 are excluded in all cases of delayed delivery, even after expiry of a delivery period set for the supplier. This does not apply insofar as liability is mandatory in cases of intent, gross negligence or injury to life, limb or health. The customer may only withdraw from the contract within the scope of the statutory provisions insofar as the delay in the delivery by the supplier is responsible. A change of the burden of proof to the disadvantage of the customer is not connected with the above regulations.
7. The customer is obliged, at the request of the supplier, to declare within a reasonable period of time whether he withdraws from the contract due to the delay in delivery or insists on the delivery.

VI. SHIPMENT, RISK, PACKAGING, DIVIDE DELIVERY

1. Unless the customer prescribes a specific shipping method, the shipping route and means as well as the carrier are determined by ILLING PLASTICS. Goods declared ready for shipment ready for dispatch must be called immediately. Otherwise, ILLING PLASTICS shall have the right, at its own discretion, to send it to the customer at the expense and risk of the customer, or to store it at its discretion and charge it immediately.
2. With the delivery of the goods at the destination, the risk passes to the customer.
3. The goods are delivered in commercial packaging.
4. ILLING PLASTICS is entitled to partial deliveries to a reasonable extent. Industry-standard excess and short deliveries are also permitted.

VII. APPLICATIONS, CONTINUOUS DELIVERIES

1. In the case of continuous delivery, we are to be provided with call-offs and sorting for approximately equal monthly quantities; otherwise we are entitled to decide ourselves at our reasonable discretion.
2. If the individual calls exceed the contract volume in total, we are entitled to deliver the additional quantity, but not obliged. The additional quantity may be charged by ILLING PLASTICS at the prices valid at the time of the call or delivery.

VIII. DEFECTS LIABILITY

1. Material defects must be reported in writing immediately, no later than eight working days after delivery. Material defects which cannot be discovered within this period, even with the most careful examination, must be reported in writing immediately upon discovery, at the latest before expiry of the agreed or statutory limitation period, with immediate cessation of any processing and processing.
2. In the case of justified, timely notice of defects, we initially provide warranty at our discretion by repair or replacement. If the subsequent fulfillment fails or if it is refused by us, the customer can withdraw after unsuccessful expiration of a reasonable period from the contract or demand reduction of the purchase price (abatement). If the defect is not significant or if the goods have already been sold, processed or redesigned, they are entitled to the right of reduction.
3. If the customer does not immediately give ILLING PLASTICS the opportunity to convince himself of the eligibility of the complaint, in particular if he does not immediately make the rejected goods or material samples available for inspection purposes upon request, all rights due to the material defect shall be void.
4. Claims for recourse of the customer against the supplier in accordance with § 478 BGB (recourse of the entrepreneur) exist only insofar as the customer has not made any agreements with his customer in excess of the legal claims for defects. No. 5 also applies mutatis mutandis to the scope of the customer's right of recourse against the supplier pursuant to § 478 (2) BGB.
5. Our further liability is based on section IX of these sales conditions.

IX. LIMITATION OF LIABILITY, LIMITATION

1. Claims for damages and reimbursement of expenses of the customer (in the following: claims for damages), for whatever legal reason, in particular for breach of duties from the obligation and from tort, also our legal representatives and / or vicarious agents are excluded.
2. The above limitations do not apply where liability is mandatory, e.g. in accordance with the Product Liability Act, in cases of intent, gross negligence, injury to life, limb or health or due to the violation of essential contractual obligations. The claim for damages for the breach of essential contractual obligations, however, is limited to the contractually typical, foreseeable



damage, unless there is intent or gross negligence or liability for injury to life, limb or health. A change of the burden of proof to the disadvantage of the customer is not connected with the above regulations.

3. Unless otherwise agreed, contractual claims, which arise against the customer against us on occasion and in connection with the delivery of the goods, become statute-barred one year after delivery of the goods. This does not affect our liability for intentional and grossly negligent breaches of duty, culpably caused damage to life, limb and health as well as the statute of limitations of recourse claims under § 478, 479 BGB. In the case of claims for damages according to the Product Liability Act, the statutory limitation provisions apply.

X. PROPERTY RIGHTS

1. We reserve the ownership of the goods until full settlement of all claims from the current business relationship.
2. The customer is obliged to treat the goods with care.
3. The customer is obligated to immediately notify us of third party access to the goods, for example in the case of a seizure, as well as any damage or destruction of the goods. A change of ownership of the goods as well as a change of his company headquarters has to be reported to us by the customer immediately.
4. We are entitled, in the event of breach of contract by the customer, in particular in the event of default in payment or in the event of a breach of an obligation according to para. 2. and 3. of this provision to withdraw from the contract and to demand the goods out.
5. The customer is entitled to resell the goods in the ordinary course of business. He now assigns to us all claims in the amount of the invoice, which accrue to him through the resale against a third party. We accept the assignment. After the assignment, the customer is authorized to collect the claim. We reserve the right to collect the claim ourselves as soon as the customer does not meet his payment obligations properly and is in default of payment.
6. The processing and processing of the goods by the customer always takes place in the name and on behalf of us. If processing takes place with objects that do not belong to us, we acquire co-ownership of the new object in proportion to the value of the goods delivered by us to the other processed objects. The same applies if the goods are mixed with other objects not belonging to us. The customer must store the goods delivered under retention of title duly and separately from other goods for the duration of our property rights.
7. If the value of the securities to which ILLING PLASTICS is entitled under clause 1 and 5 exceeds the nominal value of our claim against the customer by more than 10%, we shall be obliged to release the security of our choice at the request of the customer.

XI. GRADES, MEASUREMENTS, WEIGHTS

1. Grades and dimensions are determined according to the DIN / EN standards or material sheets valid at the time of conclusion of the contract, in the absence of such according to commercial custom. References to standards, material sheets or factory test certificates as well as information on grades, dimensions, weights and usability are not statements of quality, assurances or guarantees, just as declarations of conformity, manufacturer's declarations and corresponding marks.
2. The weight report is based on trade weights. In the dispatch note specified quantities are not binding for goods calculated by weight. Unless an individual weighing is usually carried out, the total weight of the consignment applies in each case. Differences compared to the calculated individual weights are distributed relatively to them.

XII. APPLICABLE LAW, PLACE OF FULFILLMENT, JURISDICTION

1. In the case of delivery ex works, the place of performance is the supplying plant, for the other deliveries the place of business or the warehouse of DR ILLING PLASTICS GMBH. Place of jurisdiction is our place of business or the domicile of the customer
2. The same place of jurisdiction applies if the customer does not have a general place of jurisdiction in Germany, relocates his domicile or habitual residence from the country after conclusion of the contract or if his domicile or habitual residence is not known at the time the complaint is filed.
3. The contractual relationship is subject exclusively to the law of the Federal Republic of Germany. This also applies to claims arising from product liability. The Hague Purchase Laws (ECG / EAEC) and the UN Convention on the International Sale of Goods (CISG) do not apply.

XIII. SALVATORY CLAUSEL

The invalidity of individual provisions of the contract shall not affect the validity of the remaining provisions and the existence of the contract.