

General Terms and Conditions of Uniplast Knauer GmbH & Co. KG Sale and Delivery Conditions Dated April 2020

I. General:

1. The following conditions are part of all contracts concluded between us and an orderer. They also apply even if we do not refer explicitly to them in later contracts unless the orderer is not a merchant under the terms of the HGB (German Commercial Code). General terms and conditions of the orderer do not apply to us even if we have not explicitly contradicted them.
2. Verbal side agreements must be confirmed in writing by us to be effective.

II. Delivery period

1. The delivery period begins upon sending of the order confirmation, but not before provision of the documents, permits and approvals also to be procured by the orderer or before receipt of any deposit agreed.
2. The delivery period is met if readiness for shipping is reported before its expiration or the delivery item has left the factory.
3. Should we for reasons beyond our control receive deliveries or services from subcontractors incorrectly, late or not at all despite proper congruent coverage, or should incidents of force majeure i.e. non-culpable impediments to performance occur for a duration of more than 10 calendar days, we shall inform the orderer in writing in good time. In this case, we are entitled to delay the delivery or service by the period of impediment plus a reasonable ramp-up period. Equivalent to force majeure are legal strikes, legal lockout, war, import and export bans, epidemics, pandemics, official intervention, shortages of energy or raw materials, non-culpable transport bottlenecks, non-culpable impediments to operation, for example due to fire, water or machine damage, and all other impediments that, considered objectively, are not culpably caused by us. The aforementioned circumstances shall also not be represented by us if they occur during an existing delay. If a delivery or performance deadline or a delivery or performance period is bindingly agreed and the agreed delivery or performance deadline or delivery or performance period is exceeded by more than eight weeks due to the events described above, or if adherence to the contract is objectively unreasonable for the orderer in the case of a non-binding performance deadline, the orderer is entitled to withdraw from the contract due to the unfulfilled section.
4. In the case of orders that include multiple deliveries (successive delivery contract), each individual delivery is conducted without influence on further deliveries of the order.
5. Should the seller culpably exceed the delivery periods, he shall only default if the orderer orders him to deliver, stating an appropriate deadline. If the orderer is a consumer under the terms of § 13 BGB, the claim to compensation for the damage caused by delay in the case of slight negligence is limited to 5% of the agreed purchase price. If the orderer is a merchant, a legal entity under private law or public law, or a public separate estate, claims to compensation for the damage caused by delay in the case of slight negligence are ruled out. If the orderer additionally wishes to withdraw from the contract and/or demand compensation instead of the service, he must first set an appropriate deadline for delivery. If the orderer wishes to assert a claim to compensation instead of the service, the limitations of Section X 1b apply. Should the delivery coincidentally become impossible while we are in default, we shall be liable with the limitations of liability agreed above. Liability is excluded if the damage would have occurred even in the case of punctual delivery.

III. Scope of delivery

1. The scope of delivery is determined by our written order confirmation.
2. Changes to construction or form that are due to improvements in technology or legislative requirements remain reserved during the delivery period, as long as the delivery item is not significantly modified and the changes are reasonable for the orderer. The same applies to changes to the scope of delivery.

IV. Impossibility

Where delivery becomes impossible for us, the orderer is entitled to demand compensation in accordance with the statutory provisions. The claim to compensation in addition to or instead of the service and to compensation for futile expenses is however limited to 5% of the value of the part of the delivery that cannot be used due to the impossibility. Further claims due to impossibility are excluded. This limitation does not apply where the impossibility has been caused intentionally or through gross negligence. If the impossibility is based on force majeure or on circumstances under Section II. 3. that are equivalent to force majeure, claims of the orderer are excluded.

V. Cancellation costs

If the orderer withdraws from an assigned order unwarrantedly, we can without damage to ourselves demand the option of claiming higher actual damage, 10% of the sale price for the costs incurred through the processing of the order and for lost profit. Proof of lower damage is reserved for the orderer.

VI. Packaging and shipping

Packaging becomes the property of the orderer and is charged by us. Shipping and packaging expenses are invoiced separately. The type of shipping is selected to the best of our judgement.

VII. Trade mark rights and tools

1. We retain rights of ownership and copyright on cost estimates, drawings and other documents. These documents may only be made available to third parties after our written consent.
2. Where objects are produced in line with drawings, models, patterns or other documents given to us by the orderer, the orderer shall guarantee that trade mark rights of third parties are not violated.
3. Tools produced by us in order to manufacture the delivery item remain our property. The same also applies if the orderer has paid partial or full costs for the production of the tool. We shall determine the retention period for the tool.

VIII. Acceptance and transfer of risk

1. The orderer undertakes to accept the delivery item. Unless otherwise agreed (e.g. delivery by us), the handover shall take place at our factory in Dettingen. The orderer is entitled to check the delivery item at the place of handover within fourteen days of receipt of notification of delivery or other notification of completion. The orderer is obligated to accept the delivery item within the same period unless he is temporarily prevented from acceptance at no fault of his own. In the case of prevention of acceptance on the part of the orderer at no fault of the orderer, we are entitled to demand a re-warehousing fee of 20% of the goods value (agreed gross purchase price) of the goods to be re-warehoused, no less than EUR 15.00, for the additional expenses incurred. In the case of culpable violation of the acceptance obligation on the part of the orderer, we retain the right to assert a claim for further damage.
2. Should the orderer not accept the delivery item, the seller can exercise his statutory rights.
3. Risk is transferred to the orderer upon acceptance of the delivery object. Should the orderer declare that he will not accept the delivery item, the risk of accidental destruction or accidental deterioration of the delivery item is transferred to the orderer at the time of refusal.
4. If it is agreed that delivery is to be conducted by us, risk is transferred to the orderer upon handover of the item to the transport carrier. Upon written request by the orderer, the goods shall be insured against breakage, transport and fire damage at the orderer's cost.
5. In the case of a contract with a consumer as under § 13 BGB, the risk of accidental destruction or accidental deterioration of the item is transferred upon handover to the orderer.

IX. Price changes

Price changes are permissible outside agreed raw materials price escalation clauses if more than four months have passed between contract conclusion and the agreed delivery date. Where wages, material costs not covered by any price escalation clauses, or market cost prices rise after this and before completion of the delivery, we are entitled to increase the price appropriately in line with the cost increases. The orderer is only entitled to withdraw if the price increase not insignificantly exceeds the rise in the general cost of living between order and delivery. If the orderer is a merchant, a legal entity under private law or public law, or a public separate estate, price changes are permissible in accordance with the above provision if more than six weeks have passed between contract conclusion and the agreed delivery date.

X. Warranty/liability

1. In the case of a contract with a consumer (§13 BGB), the statutory provisions applicable from 1 January 2002 apply. Otherwise, we accept liability for defects to the delivery items as follows:
 - a) During a period of 12 months from transfer of risk, the orderer first has a claim to cure (reworking or replacement delivery). When selecting warranty law, the orderer shall take into account the principle of proportionality. In the case of reworking, we undertake to reimburse all expenses required for the purposes of removal of defects, where the costs are not increased by the purchased item being taken to a place different from the place of fulfilment. Expenses are in particular transport, travel, labour and material costs. Should cure be unsuccessful or disproportionate, the orderer can withdraw from the contract or reduce the purchase price. The right to withdrawal or reduction can only be asserted where the orderer has asked us for cure initially without success, stating a reasonable deadline.
 - b) Our liability and that of a legal representative or vicarious agent is limited to cases of intent or gross negligence. Where significant contractual obligations are violated, we accept liability in accordance with the statutory provisions. However, the claim to compensation is limited to predictable damage typical of the contract. Liability for damage caused by the object of the contract to other legally protected goods of the orderer is excluded where the damage was not caused intentionally or through gross negligence. This provision also extends to compensation claims alongside the service and compensation instead of the service, irrespective of the legal basis, in particular due to defects or the violation of obligations from the debt obligation or impermissible actions. It also applies to claims for compensation for wasted expenses.
 - c) Natural wear is excluded from the warranty in all cases. The same applies to insignificant deviations from the agreed state and to damage caused after transfer of risk as a result of incorrect or negligent treatment or particular external influences not presupposed in the contract. In the case of a defect based on defective assembly, we undertake to provide warranty only if the assembly or installation of the sold item was executed competently. The orderer shall demonstrate and prove competent execution.
 - d) Damage that results due to insufficient or incorrect information on the operating conditions of the orderer, due to improper treatment or attachment of the contractual goods, due to excessive strain or due to the orderer or

third parties commissioned by him having made modifications or repairs to the contractual goods without our approval, are excluded from the warranty.

2. Where we deliver based on sampling, we provide a warranty exclusively for the qualitative and dimensional properties of the sample, which was approved by the orderer. Declarations by us in connection with the contract (performance specification, reference to DIN or ISO standards etc.) do not include acceptance of a warranty in case of doubt. In case of doubt, acceptance of a warranty requires our explicit written declaration.

XI. Recourse

The orderer has the option of recourse in accordance with §§ 478 f. BGB where he sells the object on to a consumer as part of his commercial operations and where the defect verifiably lies with the product of the supplier. The orderer can also demand compensation for expenses he had to bear in the relationship with the consumer if the defects claimed by the consumer already existed at the time of transfer of risk to the purchaser. Recourse is only possible where the orderer has not concluded an agreement with his customer that extends beyond the statutory warranty claims. The orderer cannot assert any claim to compensation under business recourse.

XII. Retention of title

1. We retain ownership of the delivery items until payment.

2. In the case of behaviour on the part of the orderer that violates the contract, in particular payment default, we are entitled to demand surrender of the objects of the contract and/or to withdraw from the contract.

3. The assertion of retention of title and the seizure of the delivery items by us do not count as withdrawal from the contract where the statutory provisions deviate or this is declared explicitly by us. In the case of use against merchants, a legal entity under private law or public law, or a public separate estate, Section XII No. 4 of these General Terms and Conditions also apply.

4. The orderer is entitled to sell on the delivery items in a proper business transaction; however, he assigns to us now all amounts receivable to the amount of the purchase price agreed between us and the orderer (incl. VAT) that grow out of the further sale for the orderer, regardless of whether the delivery items are sold on without or after processing. We accept the assignment. After their assignment, the orderer is authorised to collect these amounts receivable. This does not affect our authorization to collect the amounts receivable ourselves; however, we undertake not to collect the amounts receivable where the orderer properly meets his payment obligations and has not defaulted on payment. If this is the case, however, we can demand that the orderer declares the assigned amounts receivable and their debtors, provides all information necessary for collection, surrenders the associated documents, and informs the debtors (third parties) of the assignment.

5. The processing or restructuring of the goods by the orderer is always conducted for us. If the delivery items are processed using objects that do not belong to us, we shall acquire co-ownership of the new item in the same proportion as the ratio between the value of the delivery items and the other processed items at the time of processing.

6. If the delivery items are inseparably mixed with other objects that do not belong to us, we shall acquire co-ownership of the new item in the same proportion as the ratio between the value of the delivery items and the other mixed items. The orderer grants co-ownership to us.

7. The orderer may neither bond the delivery items nor pledge them as security. In the case of seizure, confiscation or other disposition by third parties, or where insolvency or conciliation proceedings regarding the assets of the orderer, the orderer shall inform us of this immediately and provide us with all information and documents required in order to protect our rights. Executory officers or a third party shall be informed of our ownership.

8. We undertake to release securities due to us at the request of the orderer where their value exceeds the accounts receivable to be secured by more than 20%, where these have not yet been paid.

XIII. Tort liability / product liability

Tort compensation claims are excluded unless the damage was caused intentionally or through gross negligence. This also applies to actions by our subcontractors and vicarious agents. In the case of injury to life, body or health, we accept liability in accordance with the statutory provisions. In the case of product liability under ProdHaftG, we accept liability in accordance with the statutory provisions. Liability for circumstances based on force majeure or circumstances equivalent to force majeure (cf. Section II. 3) is excluded.

XIV. Payment conditions

1. Unless otherwise explicitly agreed, the purchase price and the fees for ancillary services are due within 14 days of the date of the invoice with a discount of 2% or within 30 days of the date of the invoice without deduction. Where he has not paid, the orderer defaults after the due date without further notification from us.

2. Cheques and bills of exchange are only valid as payment after redemption. Acceptance of bills of exchange always requires a prior written agreement with us. Where bills of exchange are taken, the bank discount and collection fees shall be charged. These shall be paid immediately in cash.

3. We charge interest for default at 9% p.a. above the respective base rate of interest in accordance with § 247 BGB. In the case of contracts with a consumer under § 13 BGB, the interest rate is 5%. Interest rates shall be set higher or lower if we substantiate debiting of a higher interest rate or the orderer substantiates debiting of a lower rate. The right to substantiate further damage due to default remains reserved.

4. If the orderer is a merchant, a legal entity under private law or public law, or a public separate estate, the retention of payments due to any counter-claims of the orderer not recognised by us is not permissible; nor is the offset of such claims.

XV. Place of fulfilment and jurisdiction

1. The place of fulfilment is Dettingen/Erms, unless otherwise explicitly agreed.
2. If the orderer is a merchant, a legal entity under private law or public law, or a public separate estate, in the case of any dispute arising from the contractual relationship, a suit shall be filed at Bad Urach district court or Stuttgart state court. We are also entitled to file charges at the main seat of the orderer.
3. German law applies exclusively with the exception of the laws on the international purchase of movable items, even if the orderer's company seat is abroad.

XVI. Miscellaneous

1. Transfer of rights and obligations of the orderer from the contract concluded with us require our written consent to be effective.
2. Should a provision be or become void, this shall not affect the validity of the remaining provisions.
3. This English language version of the General Terms and Conditions of Uniplast Knauer GmbH & Co. KG is a translation of the original German language version of the General Terms and Conditions of Sale and Delivery of Uniplast Knauer GmbH & Co. KG ("Allgemeine Geschäftsbedingungen der Uniplast Knauer GmbH & Co. KG"). If there are any contradictions or inconsistencies between the original German language version and this translation, the German language version shall prevail.