



GENERAL TERMS AND CONDITIONS OF PURCHASE

ALLIT AG KUNSTSTOFFTECHNIK

1. Scope of application

- 1st1 Unless otherwise explicitly stipulated by provisions contained in individual contracts, these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") apply to any and all contracts relating to goods and services (hereinafter referred to as "Delivery") that are entered into by Allit AG Kunststofftechnik as a customer (hereinafter referred to as the "Customer").
- 1st2 Any terms and conditions proposed by the other contracting party (hereinafter referred to as the "Supplier") that are inconsistent with, different from or in addition to these GTCP will not be binding on the Customer unless the Customer has expressly agreed to them in writing.
- 1st3 These GTCP will also apply to any and all future contracts concluded between the Customer and the Supplier even without express reference thereto.

2. Offer and contract conclusion

- 2nd1 All offers made by the Supplier must be free of charge and must expressly point out any deviations from the Customer's original enquiry.
- 2nd2 Offer acceptance statements, purchase orders and agreements are valid only if made in writing or if confirmed in writing by the Customer. Any waiver of the written-form requirement must be in writing.
- 2nd3 Offer acceptance statements and purchase orders made without a prior agreement on the price or without a prior quotation of a specific or fixed price on the part of the Supplier are to be confirmed by the Supplier in writing within 2 (two) working days from the date of receipt of the Customer's offer acceptance or purchase order, respectively; the Supplier's confirmation must indicate the purchase order number, the delivery address, the name of the buyer, the delivery date, the article number and designation as well as the price. The Customer will be obligated by any such offer acceptance or purchase order, respectively, only if the Customer does not object to the price specified in the Supplier's confirmation within 10 (ten) days from the date of receipt of that confirmation.
- 2nd4 The Customer is entitled to terminate, cancel or rescind the contract, as the case may be, if circumstances arise in the Supplier's sphere that were not apparent to the Customer at the time of contract conclusion and which constitute a reasonable interest on the part of the Customer in the termination, cancellation or rescission of the contract. Circumstances of this nature are present, for example, in case of major operational disturbances or disruptions, in case of labour disputes as well as in other situations or contexts causing supply problems if these circumstances give rise to serious concerns as to the Supplier's ability to meet its performance obligation properly. Notice of termination, cancellation or rescission can be given within a period of up to 14 (fourteen) days prior to the agreed delivery date. Termination, cancellation or rescission on the part of the Customer cannot be effected if the Customer is responsible for the Supplier's obstacle to contractual performance.

3. Documentation

- 3rd1 Calculations, plans, drawings as well as any and all other documents that are handed over to the Supplier by the Customer in the contract formation process or at a later point in time, remain the property of the Customer, who reserves all intellectual and industrial property rights thereto. All these documents must be treated as confidential, they must not be passed on to third parties and are to be returned to the Customer at its request inclusive of all copies and other reproductions.
- 3rd2 Moulds, models, tools, lithographs, printing plates, drawings and construction

plans etc. which the Supplier produces for the purpose of performing the Customer's purchase order become the Customer's property by way of purchase order payment even if they remain in the Supplier's possession. The Supplier will hold the material in safe custody for the Customer and is obliged to return it to the Customer upon request. Use of the material for the benefit of third parties or passing it on to third parties is not permitted. Operating, application or processing instructions and assembly and installation instructions, safety data sheets as well as similar documents are included in the contractual scope of supply.

- 3rd3 Standards and regulations specified by the Customer must be complied with as amended. The Supplier is obliged to verify their up-to-dateness as far as generally applicable provisions are concerned. The Supplier guarantees that it will perform its contractual obligations with due adherence to all generally applicable laws, regulations and standards customary in the industry.

4. Terms of delivery

- 4th1 The delivery dates or delivery periods specified in the purchase order are binding upon the Supplier. The Supplier is obliged to immediately notify the Customer of any delays in delivery as soon as they become apparent, as well as of their reasons, and has to indicate a date of delivery to which it will definitely adhere.
- 4th2 Unconditional acceptance of delayed Deliveries does not constitute a waiver of compensation for any loss arising from the delay. The Customer is entitled to calculate and charge the specific amount of the loss or, unless specified otherwise in the associated purchase order documentation, a lump sum amounting to 0.3 % of the delivery value per calendar day, however, no more than 10 % of the delivery value. The Supplier is entitled to produce evidence to the effect that a smaller loss or no loss at all has been sustained.
- 4th3 The Supplier must include with each Delivery a delivery note indicating the Customer's purchase order data as well as the article numbers. On the date of shipment, the Supplier must fax to the Customer's ordering department a dispatch note containing the delivery note information.
- 4th4 The Supplier is entitled to employ subcontractors only with the Customer's prior written consent.
- 4th5 The Supplier is obliged to familiarise itself with the laws, regulations and directives applicable to the Customer's delivery address(es) and confirms compliance with the requirements set out therein (ReaCh, Product Safety, EU Timber Regulation, etc.)

5. Prices, invoice, payment, conditions

- 5th1 Prices include the cost of packaging and packing, along with the cost of empty return to the Supplier, as well as delivery to the destination address indicated by the Customer. The statutory value-added tax amounts (VAT) are to be shown separately.
- 5th2 The prices quoted by the Supplier must be fixed prices for 12 (twelve) months from the date of the Supplier's respective offer. Any price reductions or more favourable conditions issued by the Supplier during that period must also inure to the Customer's benefit from the moment of their application.
- 5th3 All invoices have to show the purchase order data (purchase order number, delivery address, buyer's name, delivery date, article number and designation, price) and must be issued in one unstapled copy. They must be sent separately from the associated Delivery without delay.

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the discount applies if the cheque is dispatched within the required period.

5th6 If the Customer is to make advance payments, the Supplier is obligated to provide, at the Customer's first request and at the Supplier's sole expense, an irrevocable, unlimited and unconditional absolute bank guarantee in the amount of the respective advance payments until such time as the Supplier's claim for payment becomes due.

5th7 Payments are made subject to invoice verification and do not signify acceptance of conditions or prices. The Supplier is not entitled to assign to any third party its claims under the contract. The Customer is entitled to offset its claims against any claims of the Supplier; the Customer's statutory right of retention cannot be restricted.

5th8 The Customer is entitled to enter into a special conditions agreement with the Supplier in the framework of their cooperation.

6. Allocation of risk and statutory warranty

6th1 As a matter of principle, the Customer sources raw materials and other goods exclusively from suppliers that are certified to ISO 9001 EN like the Customer itself. The Supplier hereby expressly undertakes vis-à-vis the Customer to conduct outgoing inspections in accordance with the requirements set forth in ISO 9001 EN and to only supply goods to the Customer that will meet the quality requirements of ISO 9001 EN. In order to avoid duplicate inspection of goods as well as the cost and workflow interruptions associated therewith, the Customer will conduct inspections on incoming goods only in respect of exterior transport damage and – based on the respective delivery notes – in respect of deviations with regard to the type and quantity of ordered goods. Furthermore, the provisions set out in Sections 377 and 378 of the German Commercial Code [Handelsgesetzbuch / HGB] (duty to examine and object to defects) do not apply to any of the Supplier's Deliveries to the Customer, unless otherwise specified hereinafter.

6th2 The Supplier bears the risk of accidental perishing and incidental deterioration until such time as the Delivery has been taken or accepted, respectively, at the location of the delivery address. Taking of a Delivery neither constitutes approval nor acceptance of the Delivery. Acceptance has to be signified explicitly and in writing by the Customer.

6th3 The Customer is obliged to examine the Delivery only within an appropriate period of time, which is no less than 14 (fourteen) days. In the event that the examination reveals any irregularities, the Customer is entitled to conduct appropriate further investigations at the Supplier's expense. As a matter of principle, notices of defect will be deemed to have been given in time if they are issued by the Customer within 5 (five) working days from the date of their discovery.

6th4 The statutory warranty periods apply; however, the minimum warranty period is 2 (two) years from the date of delivery. If the Supplier is notified of a defect within the warranty period, the Customer's claims will become statute-barred no earlier than 6 (six) months from the date on which the notice of defect was issued. For replacement delivery items, an independent warranty period within the meaning of Sentence 1 hereinabove commences upon delivery of the replacement items.

6th5 The Customer is entitled to assert unrestricted statutory warranty claims based on defects, including but not limited to, claims for removal of defects and claims for replacement Delivery at its own choice; the Supplier is obliged to bear all costs arising therefrom. In cases of great urgency and in the event of an unjustified refusal to remove the defects, the Customer is entitled to remove the defects at the Supplier's expense.

6th6 The Customer reserves the right to claim a reduction of the purchase price as well as the right to claim damages. Claims for damages include all expenses incurred by the Customer in the process of negotiating or meeting the warranty

5th4 Payment will be made within 45 (forty-five) days from receipt of the faultless, proper Delivery and receipt of the associated invoice less 3 (three) percent discount, or within 60 (sixty) days from that date without deduction.

5th5 The Customer is entitled to settle invoices by cheque. In this case, claims asserted against itself by its own customers (e.g. in respect of delivery volumes to be met).

7. Retention of title

7th1 The Customer acknowledges the Supplier's right to exercise a simple retention of title; prolonged or extended retention of title cannot, however, be asserted by the Supplier.

7th2 Retention of title in respect of a particular item will cease to exist upon commencement of work within the meaning of Section 946 f of the German Civil Code [Bürgerliches Gesetzbuch / BGB] or with the resale of the item supplied under retention of title.

7th3 As a matter of principle, the Customer retains title to all parts and tools which it has made available to the Supplier; the Supplier is not permitted to use those parts and tools beyond the requirements and purposes of the underlying contract. The Supplier is obliged to obtain, at its own expense, comprehensive insurance coverage for those parts and tools at replacement value and has to return them to the Customer as soon as the contract is fulfilled. The provisions of Section 946 ff of the German Civil Code [Bürgerliches Gesetzbuch / BGB] are applicable subject to the proviso that, in the event that any of the Supplier's items is to be deemed the principal item, a transfer to the Customer of proportionate co-ownership is considered to be agreed upon. If the Supplier acquires ownership through processing, then the ownership is to be transferred to the Customer in advance. The Supplier is not permitted to assert a right of retention against the Customer's legitimate claims for return of property to the Customer.

8. Product liability

8th1 If the Supplier is responsible for a product defect, then it is under an obligation to hold harmless and indemnify the Customer against any third-party damage claims upon first request, insofar as the cause of the defect originates within the Supplier's area of control and organization and insofar as the Supplier is itself liable vis-à-vis third parties. In this context, the Supplier is also obliged to reimburse the Customer for the costs incurred for a product recall campaign, if, except in urgent cases, the Supplier was adequately informed in advance and had the opportunity to comment on the issue.

8th2 The Supplier undertakes to maintain product liability insurance with a coverage in the amount of no less than € 2,500,000.00 (lump-sum amount). In case of special transactions, however, the Customer is entitled to request the Supplier to purchase higher insurance coverage.

9. Intellectual and industrial property rights

9th1 The Supplier guarantees that the rights of third parties will not be infringed upon in connection with its Delivery. The Supplier is obliged to hold harmless and indemnify the Customer, at the Customer's first request, against all possible third-party claims based on infringements of intellectual and / or industrial property rights. This applies to claims based on settlements only in the event that the Supplier has agreed to the settlement or that it has refused agreement without a legitimate interest.

10. Data Privacy

The parties comply with the provisions set out in the General Data Protection Regulation (GDPR) as amended, as well as with the laws supplementing or superseding the GDPR, as the case may be. The GDPR from the customer is available at www.allit.de in its current version.

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11. Spare parts

The Supplier of technical products is obligated to keep spare parts in store for a period of 10 (ten) years.

12. Applicable law / Legal venue / Final provisions

12th1 The law of the Federal Republic of Germany applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of any conflict-of-law rules which may refer to the laws of another jurisdiction. The place of performance for the Delivery is the delivery address specified by the Customer. The legal venue is Bad Kreuznach.

12th2 Should any of the provisions of these GTCP be or become invalid or unenforceable, then this will not affect the validity of the other provisions hereof.

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