

# General Terms and Conditions of Weener Plastik GmbH

## A. General Terms and Conditions of Sale and Delivery

### I. Applicability

The following General Terms and Conditions of Sale and Delivery shall apply to all contracts concluded between entrepreneurs, in which Weener Plastik GmbH acts as the seller or supplier. Unless explicitly agreed otherwise and in so far as the content is deemed to be transferable, these General Terms and Conditions of Sale and Delivery shall apply mutatis mutandis to the delivery by an affiliated company of Weener Plastik GmbH.

These General Terms and Conditions of Sale and Delivery shall apply likewise and without a further specific reference to all future business conducted with the buyer in so far as these are similar legal transactions.

Conflicting or deviating General Terms and Conditions of the buyer, which are not expressly recognised in writing by Weener Plastik GmbH, shall not be binding, even if they have not been explicitly rejected. This shall also apply, when Weener Plastik GmbH carries out the delivery without reservation while being aware of contrasting or deviating terms and conditions of the buyer.

All offers made by Weener Plastik GmbH are free and non-binding, unless they have been explicitly marked with the designation "binding" or their binding nature has been confirmed in writing.

### II. Payment

1. The conditions of payment shall be determined by the type of the delivered goods.

a) **Tools (molds)** shall be invoiced following the submission of so-called type samples. The invoice shall be payable net without deduction of a cash discount.

Amounts, which have not been amortised until this time, shall be subject to interest amounting to 8 percentage points above the base lending rate over the entire period of 2 years and shall be invoiced by Weener Plastik GmbH, when the two years since delivery of the tools have elapsed. This invoice shall be payable net upon receipt without deduction of a cash discount.

b) The following shall apply to **finished goods**: All prices shall apply ex works, exclusive of freight and customs and inclusive of returnable packaging. Prices shall not include the statutory value added tax; it will be separately posted on the invoice in the statutory amount applicable at the time of invoicing.

Unless otherwise stated in the confirmation of the order, the purchasing price shall be due for payment without deduction 30 days from the date of the invoice. The date of payment shall be determined by the date of receipt at Weener Plastik GmbH.

2. When the payment term is exceeded, Weener Plastik GmbH shall have the right to charge a default interest rate amounting to 8 percentage points above the respective base lending rate. Weener Plastik GmbH shall reserve its right to claim a higher compensation for the delay.

3. Offsetting against counterclaims of the buyer or withholding payments resulting from such claims shall only be permitted in so far as the counterclaims are undisputed or have been established in a court of law.

4. Weener Plastik GmbH has the right to make or provide outstanding deliveries or services only against prepayment or collateral security, when, after the conclusion of the contract, it becomes aware of circumstances which substantially reduce the creditworthiness of the buyer and which threaten the payment by the buyer of the outstanding claims of Weener Plastik GmbH arising from the particular contractual relationship (including other individual orders which are subject to the same framework agreement).

### III. Period of Delivery

1. The period of delivery shall start on the date of acceptance of the order and shall be deemed as having been fulfilled, when the ordered goods have left the works of Weener Plastik GmbH or an affiliated company until the end of the delivery period, or when the buyer has been notified of their readiness for shipment. The start of our stated period of delivery shall be conditional on the clarification of all technical issues. Furthermore, the compliance with the delivery period shall be conditional on the buyer fulfilling its obligations property and on time. Weener Plastik GmbH reserves the right to a defence of non-performance of the contract.

2. Weener Plastik GmbH may – notwithstanding its rights regarding the default of the buyer – demand an extension of deadlines for deliveries or a postponement of delivery dates by the period, in which the client did not comply with its contractual obligations vis-a-vis the seller.

3. Weener Plastik GmbH shall be entitled to partial deliveries to the extent that the buyer may reasonably be expected to accept these. This shall especially be the case, when the partial delivery is usable for the buyer in the framework of the contractually intended use, the delivery of the rest of the ordered goods is assured and when the buyer does not incur any significant additional expenses, unless Weener Plastik GmbH states its willingness to assume any additional cost.

4. Printed and/or customer-specific goods as well as call orders shall be accepted no later than three months following the confirmation of the order. When the buyer does not comply with his acceptance obligations, Weener Plastik GmbH shall have the right to charge the purchasing price and storage costs for goods, which have not been accepted or called and make such costs payable and due immediately. When the buyer is in default regarding its acceptance or when it culpably breaches other obligations of participation, Weener Plastik GmbH shall have the right to claim the reimbursement of the damages it incurred in this respect including any additional expenses. It reserves the right to assert further claims or rights.

The risk of accidental loss or accidental deterioration of the object of purchase shall be transferred to the buyer at the time when it defaults on debts or acceptance.

When the buyer, claims compensation for non-performance in case of a default in delivery and following a reasonable period of grace, such compensation shall be limited to the amount of the additional cost of any necessary covering purchase, but no more than the amount of the order value. In case of a deliberate act, Weener Plastik GmbH shall be liable without limitation.

5. Weener Plastik GmbH shall not be liable for impossibility of delivery or for delays in delivery in so far as these have been caused by force majeure or other events, which were unforeseeable at the time of conclusion of the contract (such as all forms of operating disruptions, difficulties in procuring materials or energy, transport delays, strikes, lawful lookouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary regulatory licences, regulatory measures or their absence, incorrect or late delivery by suppliers) and for which Weener Plastik GmbH cannot be held responsible.

In so far as such events impede or make delivery impossible for Weener Plastik GmbH and in so far as such impediment is not temporary, the seller has the right to rescind the contract. In case of impediments of a temporary nature, the periods for delivery shall be extended or postponed by the period of such impediment plus a reasonable start-up period. In so far as acceptance of the delivery is deemed to be unacceptable for the buyer as a result of the delay, it may rescind the contract by notifying the seller immediately and in writing.

6. When Weener Plastik GmbH shall be in default with its delivery or when a delivery shall be rendered impossible for any reason whatsoever, the liability of Weener Plastik GmbH shall be limited to compensation pursuant to Number A. VI. of these General Terms and Conditions of Sale and Delivery.

### IV. Retention of Title

1. Weener Plastik GmbH shall reserve the right to its title of all goods and objects delivered as long as it has claims arising from on-going transactions with the buyer. The retention of title shall extend in particular to all tools manufactured by Weener Plastik GmbH. This shall also apply to all of the new future deliveries, even though Weener Plastik GmbH does not explicitly refer to this fact. Weener Plastik GmbH shall have the right to recover the delivered goods. Recovery of the goods by Weener Plastik GmbH shall constitute a rescission of contract. Following the recovery of the goods, Weener Plastik GmbH shall be authorised to dispose of them, the proceeds of this disposal shall be set off against the liabilities of the buyer – less reasonable disposal costs.

2. In case of the buyer's processing, reworking or transformation of goods or objects, Weener Plastik GmbH shall be considered as the manufacturer and shall acquire title to the newly created goods or objects. In case of processing, the combination or a mixture with other materials in third-party ownership, Weener Plastik GmbH shall acquire joint title.

The shares of the joint title shall be determined by the ratio of the invoiced value of the goods and objects to the value of the other materials.

When, in case of a combination or mixture of goods manufactured by Weener Plastik GmbH and products in third-party ownership, the latter shall be considered as the principal object, Weener Plastik GmbH shall acquire joint title in a ratio of the invoiced value of the goods plus the processing value to the value of the principal product.

3. As soon and in so far as the buyer is or will be the owner of the filling material and/or other packaging, the buyer herewith transfers the collateral title to these products to Weener Plastik GmbH. In all cases mentioned above under this Number IV. the buyer shall store the for Weener Plastik GmbH products in the manner of a prudent businessman. The buyer shall be obliged, at its own expense, to take out sufficient insurance to cover the original value of the goods against damage caused by fire, water and theft. In so far as maintenance and servicing costs are required, the buyer shall perform them in good time and at its own expense.

4. In so far as the ownership of goods or objects shall rest with Weener Plastik GmbH, the buyer shall be entitled to dispose of them in the normal course of business, as long as it fulfills its obligations under the transaction in good time. A pledge or transfer to third parties as security shall be excluded as long as there is retention of title, shared co-ownership or inchoate title.

5. Liabilities and rights arising from the sale of goods and objects, to which Weener Plastik GmbH holds the title, shall be ceded as security to Weener Plastik GmbH on a pro-rata basis corresponding to the ratio of the share in ownership of Weener Plastik GmbH to the total value of the items or objects sold. The customer retains the right to sell the goods or objects in the normal course of business. But the customer shall cede to Weener Plastik GmbH, even at this time, claims against third parties arising from these transactions, which accrue to the customer from the disposal of goods and objects in their original or processed form.

Weener Plastik GmbH shall herewith accept the above-mentioned assignments. The buyer shall also retain the right to collect payables vis-a-vis its customers and buyers, as long as it complies with its payment obligations originating in the collected proceeds, there is no default of payments and there is neither a motion to open insolvency proceedings nor a stoppage of payments. When this shall be the case, Weener Plastik GmbH may demand that the buyer hands over to Weener Plastik GmbH all necessary documents for the collection of liabilities and notifies its own debtors of the assignment.

6. Upon request, the buyer shall provide all required information on the inventory of goods and objects constituting the property of Weener Plastik GmbH as well as any assignments of such goods. It shall notify its own debtors of the assignment.

7. The buyer shall notify Weener Plastik GmbH immediately of any execution proceedings or other interventions by third parties regarding the goods or objects constituting the property of Weener Plastik GmbH or assigned liabilities or other security as well as other impediments while immediately handing over the necessary documents for an intervention.

### V. Shipment and Transfer of Risk

The provisions of Incoterms in the latest version, currently Incoterms 2010, shall apply to the shipment and the transfer of risk.

### VI. Liability for Defects

1. The warranty period shall be one year from delivery or, in so far as acceptance is required, from acceptance.

2. Immediately following delivery, the buyer shall inspect the goods carefully and in a suitable form (general inspection, sample filings, trial operation, product-specific functional checks, random recounts). The goods shall be deemed to have been approved by the buyer with respect to apparent defects or other defects, which would have been noticeable in an immediate, careful inspection, when Weener Plastik GmbH does not immediately receive a written notification of defects. Regarding other defects, the objects delivered shall be deemed as having been accepted by the buyer, when Weener Plastik GmbH does not receive a notification of defects immediately after the time, when the defect appeared; when the defect was noticeable for the buyer at an earlier date during normal use, this earlier date shall determine the period for bringing complaints.

3. In case of investigations, Weener Plastik GmbH shall be consulted. It shall have the right to test and inspect the rejected goods.

4. Rejected goods shall be kept available, until Weener Plastik GmbH takes them back or authorises their destruction in writing. Upon request, a rejected object of delivery shall be returned carriage paid to Weener Plastik GmbH. In case of a justified complaint, Weener Plastik GmbH shall retroactively compensate the buyer for the cost of the cheapest delivery; this shall not apply to as cost increase, because the object of delivery is located somewhere other than the place of its intended use.

5. When the rejected or obviously defective goods are processed, such goods shall be deemed as having been recognised and accepted according to custom and usage.

6. Information and enquiries regarding the suitability and use of goods delivered by Weener Plastik GmbH are non-binding and shall not release the buyer from performing its own tests and trials. As regards the compliance with legal and regulatory provisions with respect to the use of the goods, the buyer shall be solely responsible.

If, irrespective of all care taken, the goods delivered show a justified and recognised defect, Weener Plastik GmbH shall - subject to a timely notification of the defect - remedy the defect or take back the defective goods, as it sees fit, and it shall supply a replacement or grant an appropriate discount. Weener Plastik GmbH shall always be given an initial opportunity to render supplementary performance within a reasonable period.

7. The buyer shall not be entitled to rescission, when the breach of duties is negligible. Claims resulting from defects not exceeding 0.3% of the total quantity in case of closures, or 0.5% for other plastic parts are excluded. When exclusively visual defects are found, the buyer shall be

entitled to rescission, when the waste exceeds 4% of the total quantity.

8. Defects in an insignificant partial delivery shall not give the buyer the right to rescission for the remaining quantity.

9. Specified wall thicknesses and weights shall be complied with, if possible. Weener Plastik GmbH attempts to correctly meet the specified colours. For technical reasons, Weener Plastik GmbH cannot guarantee full compliance, however.

10. Other claims of the buyer and particularly claims for damages, which have not been found directly at the object of delivery, shall be excluded, unless such damage is due to the absence of a property, for which Weener Plastik GmbH has granted an explicit written guarantee in the obvious intent of holding the buyer harmless against damages attributable to this property.

11. Withholding payments or offsetting against counterclaims shall only be permitted in so far as these have been finally established by a court of law or are undisputed. The buyer shall only be entitled to exercise its right of retention to the extent that its counterclaim is attributable to the same contractual relationship.

#### **VII. Industrial Property Rights**

1. The respect of industrial and intellectual property rights of third parties, marking rules or similar rights of third parties - including the design models we supply, when they are based on data or rules specified by the buyer - shall be the sole responsibility of the buyer. The buyer shall be liable for the consequences of an infringement of such rights and provisions and shall hold Weener Plastik GmbH harmless against all third-party claims which are attributable to them.

2. Any party to this contract shall notify the other party immediately and in writing, if claims are brought against it for the infringement of the industrial or intellectual property rights of third parties.

3. Weener Plastik GmbH shall reserve the ownership and intellectual property rights accruing to it regarding all documents, which have been provided to the buyer in the context of the transaction such as calculations, designs, drawings, design models etc. Such documents must not be made available to third parties, unless Weener has previously given its explicit approval in writing.

#### **VIII. Molds and Production Tools**

1. Unless otherwise agreed, designs, models, clichés, drawings, embossing stamps, tools or other production resources shall only be charged on a pro-rata basis.

2. Weener Plastik GmbH shall store these production tools for subsequent orders, insure them against fire and ensure their maintenance. The cost for a replacement of unserviceable production tools shall be borne by Weener Plastik GmbH only in case of intent or gross negligence. Weener Plastik GmbH shall have the right to destroy production tools or to otherwise use them, when the buyer does not place any further orders for the goods in question over a period of two years from the last delivery.

3. All production tools shall remain the property of Weener Plastik GmbH there shall be no obligation to surrender them.

4. When production tools shall be provided by the buyer, Weener Plastik GmbH shall not be liable for the appropriateness of their execution. The buyer shall transfer the production tools free of charge. Weener Plastik GmbH shall be liable according to the provisions following in A. IX of this Terms and Conditions.

#### **IX. Liability**

1. The liability of Weener Plastik GmbH for damages, regardless of their legal basis and in particular due to impossibility, default, defective or incorrect delivery, breach of contract, infringement of duties during contract negotiations and tort, shall be restricted in the sense of this Number IX..

2. Weener Plastik GmbH shall not be liable in case of simple negligence of its statutory bodies, lawful representatives, employees or other agents in so far as there is no breach of an essential contractual duty.

3. In so far as Weener Plastik GmbH shall be liable for damages as a matter of principle pursuant to Para. 2, such liability shall be limited to damages, which Weener Plastik GmbH foresaw as a potential consequence of a breach of contract, or which it should have foreseen, if it had applied due diligence. Additionally, indirect loss and consequential damage due to defects in the delivered objects shall be excluded.

4. In case of liability for simple negligence, the obligation of Weener Plastik GmbH to replace or reimburse damage shall be limited to the amount of the agreed purchase price or, as the case may be, to the amount of the agreed price for the performance. If the damage is compensated by an indemnity insurance the compensation shall be limited to an amount of maximum EUR 1 million per event and year, even if it involves a breach of essential contractual duties.

5. The aforementioned exclusions and limitations of liability shall apply to the same extent to the statutory bodies, lawful representatives, employees and other agents of Weener Plastik GmbH.

6. In so far as Weener Plastik GmbH provides technical information or acts as a consultant and in so far as such information or consultancy is not included in the contractually agreed scope of services, such services shall be provided free of charge and shall exclude any liability.

7. The limitations of this Number IX. shall not apply to the liability of Weener Plastik GmbH in case of wilful behaviour, for guaranteed quality features, in cases of loss of life, bodily injury or damage to the health of a person under the Product Liability Act.

#### **X. Applicable Law and Jurisdiction**

All contracts whose object is the sale and/or delivery of goods and objects by Weener Plastik GmbH, shall be exclusively governed by the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for all claims arising from this contract shall be Aurich.

In so far as the confirmation of the order does not provide otherwise, the registered offices of Weener Plastik GmbH shall be the place of performance.

#### **XI. Closing Provisions**

1. Should individual terms of this contract become ineffective, this shall not affect the validity of the remaining provisions.

2. Ineffective provisions shall be replaced by effective ones which come as close as possible to the intended economic purpose of the respective ineffective provision.

## **B. General Terms and Conditions of Procurement**

### **I. Applicability**

The following General Terms and Conditions of Procurement shall apply to all contracts between entrepreneurs in which Weener Plastik GmbH acts as the ordering party or buyer. They shall also apply to all future deliveries, services or offers to the supplier, even if they are not specifically agreed again.

Unless explicitly agreed otherwise and in so far as the content is deemed to be transferable, these General Terms and Conditions of Procurement shall apply mutatis mutandis to the orders of an affiliated company of Weener Plastik GmbH.

Conflicting or deviating General Terms and Conditions of the supplier which are not explicitly recognised in writing by Weener Plastik GmbH, shall not be binding, even if they have not been explicitly rejected. Even if Weener Plastik GmbH makes reference to a letter containing or referring to the General Terms and Conditions of the supplier or a third party, this does not constitute an agreement to the applicability of such General Terms and Conditions.

### **II. Conclusion of Contract**

1. To be valid, orders do not require a specific form, but to be valid orders placed verbally or by phone shall require a subsequent confirmation by a letter of confirmation of Weener Plastik GmbH. Verbal subsidiary agreements and amendments of the contract also require confirmation in writing.

2. Prior to the written confirmation of the order by the supplier, Weener Plastik GmbH shall have the right to cancel any order.

3. Furthermore, Weener Plastik GmbH shall have the right to terminate the contract at any time by giving notice in writing and stating the reason, when it is no longer in a position to use the ordered products in its business operation as a result of circumstances intervening after conclusion of the contract. In such an event, it shall remunerate the supplier for the partial delivery rendered.

4. In terms of quantity, quality and design of the goods, the supplier shall comply in its offers with the orders, invitations to tender and potential drawings specified or approved by Weener Plastik GmbH. Weener Plastik GmbH shall be explicitly notified in writing by the supplier of any planned or existing deviations. Weener Plastik GmbH is an ISO 50001 certificated company. Due to this certification supplier has to offer every electrical appliances in an energy-optimised option accompanied by a list with performance data to enable Weener Plastik GmbH to calculate the energy efficiency.

5. Deviations require the written agreement of Weener Plastik GmbH. With respect to granule deliveries, a quantitative deviation of up to 5% shall be deemed to have been accepted by Weener Plastik GmbH.

### **III. Prices, Shipment, Packaging**

1. The agreed prices are fixed prices and exclude subsequent claims of any kind. Unless explicitly agreed otherwise, all costs of packaging, transport and customs, including all customs formalities shall be included in these prices. All deliveries shall be DDP Incoterms in the latest version.

2. Shipment notes, consignment notes, invoices and all correspondence shall contain the order number of Weener Plastik GmbH. The supplier shall quote the name of the ordering person and, if known, the requisitioning party on consignment notes and invoices.

3. Unless agreed otherwise, shipment shall be made at the expense and risk of the supplier to the freely agreed place of delivery.

### **IV. Invoices and Payments**

1. Invoices shall be submitted with all agreed data and documents following the completed delivery or, in the absence of any agreement, with the customary documents. Invoices which have not been properly drawn up shall be deemed to have been received by Weener Plastik GmbH only when corrected.

2. Payment shall be made by normal commercial methods with a cash discount of 3% within 14 days following the delivery/service and receipt of the invoice or net within 30 days. The date of determining the commencement of the payment term shall be the later of these dates.

### **V. Delivery Dates, Delays, Force Majeure**

1. Agreed delivery dates are binding and shall be correctly adhered to by the supplier. The receipt of goods at the agreed place of delivery shall determine compliance.

2. When it is foreseeable that a delivery date shall be exceeded, the supplier shall immediately notify Weener Plastik GmbH in writing of the reason and the expected duration. Irrespective of such notification, exceeding a deadline shall trigger the statutory consequences of default.

In urgent cases, especially to avoid loss of production or in view of its own delivery obligations, Weener Plastik GmbH shall have the right to otherwise procure the goods at the supplier's expense and without further intermediate steps.

3. In case of a default in delivery, Weener Plastik GmbH shall have the unrestricted right to its statutory claims including the right of rescission and the right to damages in lieu of performance upon fruitless expiration of an appropriate period of grace.

4. In case of a delay in delivery, Weener Plastik GmbH shall have the right, after prior written notification of the supplier, to demand a default penalty amounting to 0.5% but no more than 5% of the respective value of the order for every commenced week of the delay in delivery. The contractual penalty shall be offset against the default damages to be compensated by the supplier.

5. In case of delivery before the agreed date of delivery, Weener Plastik GmbH shall reserve the right to return the delivery at the supplier's expense of the. When it accepts the goods, it shall store them until the agreed date of delivery on the premises of Weener Plastik GmbH at the supplier's expense and risk. Only the agreed date of delivery shall be valid in terms of payment.

6. Partial deliveries shall only be accepted following an explicit agreement.

7. Even when the shipment has been agreed, the risk shall be transferred to Weener Plastik GmbH only, when the goods have been handed over at their agreed destination.

### **VI. Warranty**

1. Obvious defects of the delivery and especially deviating quantities exceeding the amount specified under Number II, as well as obvious transportation defects shall be notified by Weener Plastik GmbH as soon as they have been detected in the circumstances of its normal course of business. The defect notification shall be deemed to be on time, when it is made within seven working days following the receipt of the delivery. Other defects shall be notified within seven working days following their detection.

2. The supplier shall warrant that its products are of the agreed quality and shall especially comply with the specifications demanded by Weener Plastik GmbH. As a matter of principle, modifications and deviations require prior consultation.

3. Weener Plastik GmbH shall be entitled to its full statutory claims with respect to defects including the right to damages and expenses.

4. When the supplier does not comply with the demand for a correction of defects or replacement delivery within 10 working days, or immediately in case of deliveries of granules and dyes, the subsequent improvement shall be deemed to have failed; in this case the ordering party is entitled to a rescission of contract without further delay, and may demand compensation for damages in lieu of performance.

### **VII. Product Liability, Liability Insurance**

1. The supplier shall be liable for any and all damages suffered by Weener Plastik GmbH, its affiliates or its employees due to a defect or shortcoming of the delivery, exceeding an agreed delivery date or period, a defect in the equipment or materials used in executing the agreement or as a result of any act of omission by the supplier, its employees or subcontractors relating to the delivery, including claims brought by third parties for personal injury or property damage, when they are attributable to the product supplied, and the supplier shall be obligated to hold Weener Plastik GmbH harmless from the resulting liability at first request. When Weener Plastik GmbH shall be obligated to recall products from third parties due to a defect of a product delivered by the supplier, the supplier shall bear all costs associated with the product recall.

2. Weener Plastik GmbH and the supplier shall mutually inform and support each other in their legal defence. The supplier agrees to take out adequate product liability insurance.

### **VIII. Protection of Ownership**

1. Weener Plastik GmbH shall retain its proprietary right or intellectual property rights with respect to the purchase orders, orders as well as drawings, images, calculations, descriptions and other documents made available to the supplier. The supplier shall neither make them available to third parties without our explicit agreement nor use them for its own purposes or grant their use to third parties or replicate them. Upon request of Weener Plastik GmbH, the supplier shall return such documents in their entirety, when they are no longer used in the normal course of business, or when negotiations do not lead to the conclusion of a contract. In this case, copies made of such documents by the supplier shall be destroyed; the only exception being a storage pursuant to statutory record-keeping obligations as well as the storage of data for backup purposes in the course of customary data backups.

2. Tools, devices and design models made available to the supplier by Weener Plastik GmbH or manufactured for contractual purposes and separately invoiced by the supplier, shall remain or be transferred to the property of Weener Plastik GmbH. They shall be duly marked by the supplier as a property of Weener Plastik GmbH, stored carefully, secured against damage of any kind, and they shall be used only for contractual purposes.

The cost of their maintenance and repair shall be borne equally by the contractual parties - in the absence of an agreement to the contrary. In so far as such costs shall be attributable to defects of objects manufactured by the supplier or their improper use by the supplier, its employees or other agents, they shall be borne exclusively by the supplier.

The supplier shall notify Weener Plastik GmbH immediately of all damage to such objects with the exception of insignificant damage. Upon request, it shall be obligated to hand over such objects to Weener Plastik GmbH in proper condition, when it no longer uses them to perform the contracts concluded with us.

3. The supplier's property rights shall apply only in so far as they pertain to the payment obligations of Weener Plastik GmbH for the respective products, for which the supplier reserves the right of ownership. In particular, extended or protracted reservations of property rights shall not be permitted.

### **IX. Industrial Property Rights and Liability for Defects of Title**

The supplier shall warrant that all deliveries are free of third-party claims and, in particular, that the delivery and use of the objects of delivery shall not infringe third-party- patents, licences or other industrial property rights in the country of the agreed place of performance and in the proposed country of use.

The supplier shall hold the ordering party and its customers harmless of third-party claims arising from potential infringements of industrial property rights and shall bear all costs incurred by the ordering party in this context.

In all other matters, the provisions agreed in these General Terms and Conditions of Procurement shall apply to other claims for defects.

### **X. Nondisclosure**

The contracting parties agree to maintain confidentiality regarding all information they become aware of in the course of their transactions. They agree in particular to maintain strict confidentiality regarding all images, drawings, calculations, design sketches, design models, CAD data and other documents and information. Their content may only be disclosed to third parties, when this has been explicitly permitted in writing.

This nondisclosure obligation shall continue to apply indefinitely after the fulfilment of this contract and also in the event that a contract shall not be concluded.

Documents received shall be returned unsolicited to the other contractual party in their entirety and including all copies; files shall be returned or otherwise permanently destroyed, unless statutory provisions stipulate an obligation to store records.

### **XI. Closing Provisions**

Should individual terms of the General Terms and Conditions of Procurement be or become invalid in law, this shall not affect the validity of the remaining provisions.

The supplier shall not be entitled to transfer the order or material parts of the order to third parties without prior written agreement or to assign claims outside a protracted or extended retention of title.

When the supplier ceases to supply goods to Weener Plastik GmbH or make payments to its suppliers, when insolvency proceedings are filed or initiated against the supplier's assets, or when an out-of-court debt settlement procedure is initiated against the supplier's assets, the ordering party shall have the right to terminate the contract without notice, unless the motion is withdrawn within four weeks.

In so far as the confirmation of the order does not provide otherwise, the registered offices of Weener Plastik GmbH shall be the place of performance.

All contracts whose object are the sale and/or the supply of goods and objects by Weener Plastik GmbH shall be governed exclusively by the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all claims arising from this contract shall be Aunich.

## **C. General Terms of Use of this Website**

### **I. Intellectual Property Rights**

Weener Plastik GmbH shall hold the intellectual property rights with respect to texts, images and other works published on this website in so far as there are no intellectual property rights of third parties. Any reproduction, dissemination, or any form of commercialisation or public communication shall require the written agreement of Weener Plastik GmbH.

### **II. Liability**

The contents of this website shall be prepared with the utmost care. Weener Plastik GmbH shall nevertheless not assume liability for the accuracy and topicality of the content reproduced.

Weener Plastik GmbH shall not assume liability for the content on websites to which reference is made on this website by a cross-reference (link) or otherwise.

### **III. Data Protection**

In so far as Weener Plastik GmbH shall collect personal data through an offer made on this website, the user explicitly agrees to their collection, processing, use and storage. The user shall have the right to revoke its consent at all times with effect for the future.

Personal data shall only be collected to the extent that they are necessary to process purchase orders and/or other orders. Weener Plastik GmbH shall have the right to hand over personal data to third-party service providers for the purposes of fulfilling the order.

The user shall have the right to demand that Weener Plastik GmbH shall provide information, correct, delete or block personal data at all times.