

General Terms and Conditions for the Supply of machinery and equipment

1. Acceptance of the terms of delivery

The delivery of items, including movable items to be manufactured or produced in accordance with § 650 BGB (contract for work and materials), by PlastiVation Machinery GmbH ("Supplier") shall be made solely on the basis of the following General Terms and Conditions for the delivery of machinery and equipment. Written confirmation by the supplier shall be required and decisive for the content of all agreements between the purchaser and the supplier outside these General Terms and Conditions. If individual provisions of these General Terms and Conditions of Business are invalidated by written agreement between the Supplier and the Purchaser, this shall not affect the validity of the remaining provisions. Other provisions, in particular the general terms and conditions of the Purchaser, shall not apply even if they have not been expressly rejected by the Supplier or if the Supplier accepts or performs a service without reservation in the knowledge of them.

2. Offer

The Supplier's offers are non-binding and may be amended by the Supplier without prior notice unless they are expressly marked as binding. The supplier reserves the right of ownership and copyright to its cost estimates, drawings, illustrations, samples, weight and dimension specifications as well as other documents - also in electronic form. These documents may only be made accessible to third parties with the consent of the supplier. Technical descriptions of the offer are only approximately authoritative and only binding for the supplier insofar as this is expressly declared by the supplier.

3. Scope of delivery

3.1 The Supplier's written order confirmation shall be exclusively decisive for the scope of delivery. This shall also apply to any protective devices.

3.2 The Supplier is entitled to make partial deliveries, provided that their acceptance is not unreasonable for the purchaser, in particular if the delivery of the remaining ordered goods is ensured and the purchaser does not incur any significant additional expenses or significant additional costs as a result (unless the Supplier agrees to bear these costs). Each partial delivery may be invoiced separately.

3.3 If acceptance has been agreed, the statutory provisions of the law on contracts for work and services shall apply accordingly to this acceptance, insofar as no deviating provisions are made in these General Terms and Conditions.

4. Prices

4.1 Unless otherwise agreed, the prices for deliveries shall be EXW (Incoterms 2020) ex works of the Supplier or from another address specified by the Supplier, excluding packaging. Any VAT incurred shall be charged at the statutory rate applicable from time to time and shall be paid by the Purchaser.

4.2 The Supplier may charge the Purchaser for any additional costs incurred due to the Purchaser's change requests even if the Supplier agrees to such change requests.

5. Payments

5.1 Unless otherwise agreed, payments by the Purchaser for deliveries shall be made to the Supplier's account without deduction as follows:

(a) 40% of the contract value when the contract is awarded,

(b) 60% against notification of readiness for dispatch, but at the latest before delivery

The date of payment shall always be the date on which the Supplier can actually dispose of the amount.

5.2 In the event of default in payment, the Supplier may demand default interest in the amount of five percentage points above the base interest rate. The right to claim further damages is reserved.

6. Set-off and right of retention

The customer shall only have the right to withhold payments or to offset them against counterclaims to the extent that its counterclaims are undisputed or have been legally established. The exercise of a right of retention by the customer is also excluded insofar as the counterclaims are not based on the same contractual relationship.

7. Retention of title

7.1 The supplier retains ownership of the delivery item until receipt of all payments from the business relationship. If a current account relationship exists within the scope of the business relationship, the Supplier shall retain title to the delivery item until receipt of all payments from recognized balances.

7.2 In the event of conduct by the Purchaser in breach of the contract, in particular in the event of default in payment, the Supplier may take back the delivery item delivered under retention of title ("Retained Goods") after withdrawing from the contract. In the event of default in payment, no prior setting of a deadline shall be required. For the purpose of taking back the reserved

General Terms and Conditions for the Supply of machinery and equipment

goods, the Supplier may enter the Purchaser's business premises during normal business hours. Further claims of the supplier remain unaffected.

7.3 After taking back the goods subject to retention of title, the Supplier shall be entitled to realize them appropriately after having given prior warning; the realization proceeds shall be set off against the liabilities of the Purchaser, less reasonable realization costs.

7.4 In the event of default in payment, the Supplier may initially technically immobilize the reserved goods until all payments have been received in accordance with section 7.1. The right to take back the reserved goods pursuant to section 7.2 remains unaffected.

7.5 If the Purchaser resells the Retained Goods for financing purposes or in the ordinary course of business, it shall maintain the Supplier's retention of title vis-à-vis the Purchaser. The Purchaser hereby assigns to the Supplier all claims arising from the resale in the amount of the final invoice amount (including VAT) against its customer or third parties with all ancillary rights until all claims of the Supplier have been settled in full, irrespective of whether the reserved goods have been resold without or after processing.

7.6 When reselling the goods, the customer shall notify his buyer of the assignment of the claims to the delivery remuneration. The customer may not sell the goods subject to retention of title to customers who have excluded or limited the assignment of payment claims against them. If the goods subject to retention of title have been further processed with other objects not belonging to the customer, the assignment shall only be made in the ratio of the co-ownership shares in the further processed object in accordance with section 7.11.

7.7 The Purchaser shall remain authorized to collect the claims after the assignment. The right of the Supplier to collect the claims itself shall remain unaffected. However, the Supplier shall not collect the claims as long as the Purchaser meets its payment obligations from the proceeds collected, is not in default of payment and, in particular, has not filed for insolvency proceedings and has not suspended its payments. If one of these cases exists, the Supplier may demand that the Purchaser discloses the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment. Upon the occurrence of such a case, the right of the Purchaser to collect the claims shall expire.

7.8 Insofar as a current account relationship exists between the Purchaser and its customer in accordance with § 355 of the German Commercial Code (HGB), the

claim assigned to the Supplier by the Purchaser in advance shall also relate to the recognized balance and, in the event of the insolvency of the customer, to the then existing surplus balance of the closing balance.

7.9 Furthermore, the Purchaser may not sell, pledge or assign by way of security the Retained Goods without the prior written consent of the Supplier. In the event of seizures, attachments or other dispositions of the reserved goods by third parties, the Purchaser shall draw attention to the Supplier's ownership and notify the Supplier without delay. Insofar as the third party is not in a position to reimburse the Supplier for the court and out-of-court costs of an action pursuant to § 771 ZPO, the Purchaser shall be liable for the loss incurred by the Supplier.

7.10 The customer shall treat the goods subject to retention of title with care. In particular, he shall insure the reserved goods sufficiently at replacement value against fire, water and theft.

7.11 The processing or transformation of the reserved goods by the Purchaser shall always be carried out for the Supplier. If this is carried out with other objects not belonging to the Supplier or if the reserved goods are inseparably combined with such other objects, the Supplier shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the other objects; in all other respects, the same shall apply to the new object thus created as to the reserved goods. If the combination takes place in such a way that the Purchaser's item is to be regarded as the main item, the Purchaser shall transfer co-ownership to the Supplier on a pro rata basis.

7.12 To secure its claims against the Supplier, the Purchaser also assigns to the Supplier the claims accruing against a third party as a result of the combination of the Retained Goods with real property.

7.13 At the Supplier's request, the Purchaser shall fully support the Supplier in protecting the Supplier's rights under this Clause 7 in the country in which the Retained Goods are located.

8 Delivery and transfer of risk

Unless otherwise agreed, the delivery of delivery items shall be EXW (Incoterms 2020) ex works of the Supplier or from another address specified by the Supplier. The risk shall also pass to the Purchaser in accordance with EXW (Incoterms 2020) if partial deliveries are made or the Supplier has assumed other services, e.g. assumption of the shipping costs, delivery and installation. The risk shall also pass to the Purchaser if the Purchaser is in default of acceptance.

General Terms and Conditions for the Supply of machinery and equipment

9. Notice of defects

9.1 The Purchaser's rights in respect of defects pursuant to Clause 13 require that the Purchaser inspects the delivery item immediately after delivery and gives notice of defects properly pursuant to Section 377 of the German Commercial Code (HGB). Complaints must be made immediately and in writing, stating the specific defect. Complaints about incomplete delivery and other recognizable defects must be notified to the supplier within five working days of delivery of the delivery item at the latest, hidden defects within five working days of their discovery at the latest. Acceptance of the delivery item may not be refused due to insignificant defects. Claims due to defects notified late are excluded.

9.2 If acceptance has been agreed, § 640 BGB shall apply in deviation from clause 9.1. Five working days shall be deemed to be a reasonable period within the meaning of Section 640 (2) sentence 1 BGB.

9.3 If, in deviation from clause 8, the Supplier has commissioned a third party ("carrier") with the transport of the delivery item at the request of the Purchaser, the Purchaser shall record any recognizable transport damage in the presence of the carrier and have it confirmed. If transport damage was not externally recognizable upon delivery, the Purchaser shall notify the carrier thereof in writing immediately after discovery, at the latest five working days after delivery. The Purchaser shall inform the Supplier of the transport damage and the notification in writing without delay. Claims due to transport damage not properly recorded or not reported in time are excluded.

9.4 The costs of the inspection of the delivery item shall be borne by the Purchaser.

10. Delivery period

10.1 Stated delivery periods are non-binding unless they have been expressly agreed as binding. Compliance with a binding delivery period by the Supplier presupposes that all commercial and technical questions between the parties have been conclusively clarified when the delivery date is agreed and that the Purchaser has fulfilled all its obligations on time. If this is not the case or if subsequent changes to the delivery item are agreed, the delivery period shall be extended accordingly. This shall not apply if the Supplier is exclusively responsible for the delay. In the case of non-binding delivery periods, the Supplier shall not be in default before the unsuccessful expiry of a reasonable period for delivery determined by the Purchaser. The Purchaser may not

set the expiry of such a time limit at a date earlier than four weeks after the non-binding delivery date.

10.2 The Supplier shall not be in default if its suppliers do not deliver to it correctly or on time for reasons which are not within the Supplier's sphere of responsibility.

10.3 If dispatch is delayed at the request of the Purchaser or if the Purchaser is in default of acceptance, the Purchaser shall be charged for the costs incurred by storage, but in the case of storage at the Supplier's works at least 1% of the invoice amount for each month or part thereof of storage, unless the Purchaser proves that the damage was less. The supplier may otherwise dispose of the delivery item after setting and fruitless expiry of a reasonable grace period.

10.4 If the Supplier is in default and the Purchaser suffers damage as a result, the Purchaser may claim liquidated damages to compensate for all claims of the Purchaser based on delayed delivery. This shall amount to 0.25% for each full week of delay, but in total not more than 2.5% of the value of that part of the total delivery which was delivered late. The compensation for delay shall not be due if the delay does not last longer than ten working days. The right to prove a lesser damage is reserved.

10.5 If the Purchaser grants the Supplier who is persistently in default - taking into account the statutory exceptions - a reasonable period of time for performance and if the period is not only insignificantly exceeded, the Purchaser may withdraw from the contract within the scope of the statutory provisions. The Purchaser shall notify the Supplier in writing within 30 calendar days from the end of the grace period that it will exercise this right.

11 Force majeure

11.1 If the Supplier is prevented from fulfilling its contractual obligations due to force majeure such as mobilization, war, terrorism, riots, natural disasters, fire or other unforeseeable circumstances for which the Supplier is not responsible, e.g. strikes or lawful lockouts, operational disruptions, lack of means of transport, difficulties in procuring raw materials or lack of delivery by its suppliers, the agreed delivery periods shall be extended in each case by the duration of the hindrance plus a reasonable start-up period, but by a maximum of six months. The Supplier shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay. The Supplier shall inform the Purchaser of the beginning and the expected end of such circumstances as soon as possible.

11.2 If the hindrance lasts six months or longer, both parties may withdraw from the contract.

General Terms and Conditions for the Supply of machinery and equipment

12. Assembly and commissioning

12.1 Assembly, erection or commissioning of the delivery item shall only be carried out by the Supplier if this has been agreed separately and only under the Supplier's assembly conditions.

12.2 The place and time of commissioning shall be agreed between the parties. Commissioning may - depending on the complexity of the delivery item - also take a longer time and extend over weeks or months.

13. Defect rights

Subject to Clause 9, the following shall apply in the event of defects in the delivery item to the exclusion of any further claims of the Purchaser - with the exception of claims for damages pursuant to Clause 14:

13.1 The limitation period for rights in respect of defects shall be twelve months from delivery or acceptance, if such has been agreed. However, this limitation shall not apply if (a) a defect was fraudulently concealed or (b) a guarantee for the quality of a good was assumed (in this respect, the limitation period resulting from the guarantee shall apply, if applicable). In the case of claims for damages, this limitation shall furthermore not apply in the following cases: (a) injury to life, body or health, (b) intent and (c) gross negligence of organs or executive employees of the Supplier. This limitation also does not apply to defects of a building or to delivery items which have been used for a building in accordance with their customary use and have caused its defectiveness.

13.2 The Supplier shall, at its discretion, provide subsequent performance for defective delivery items by remedying the defect (subsequent improvement) or by delivering a defect-free item (subsequent delivery). Subsequent performance shall be effected without recognition of a legal obligation. In the event of subsequent improvement, the remaining part of the original limitation period shall commence with the return of the improved delivery item. The same applies in the case of subsequent delivery.

13.3 If the supplementary performance fails, the customer may withdraw from the contract. The right to reduce the purchase price is excluded. Claims for damages exist in accordance with clause 14.

13.4 For the purpose of subsequent performance, the Purchaser shall, after consultation with the Supplier, give the Supplier the necessary time and opportunity and allow unhindered access to the delivery item; otherwise the Supplier shall be released from liability for the consequences arising therefrom.

13.5 The place of performance for subsequent performance shall be the Supplier's works from which the delivery item was delivered. The Supplier shall not bear any costs in connection with the subsequent performance, such as shipping, travel, transport and material costs, insofar as these are increased because the delivery item was taken to a place other than the agreed place of delivery. The Supplier shall also not bear the costs of dismantling and installing or removing and attaching the delivery item. The Purchaser may only claim these costs within the scope of compensation for damages pursuant to Clause 14. The Supplier may charge the Purchaser for any costs of subsequent performance not to be borne by the Supplier.

13.6 For the purpose of subsequent performance, the Purchaser shall make available to the Supplier free of charge existing tools and lifting equipment as well as fitters and assistants.

13.7 The Purchaser shall bear the reasonable costs of an unjustified assertion of defect rights (e.g. if the product was not defective); the same shall apply if the Supplier wrongly grants defect rights without being obliged to do so.

13.8 No rights for defects shall exist in particular in the following cases: Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable use of operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, unless the Supplier is responsible for them. There are no rights to claim for defects for wear parts.

13.9 If the Purchaser or a third party improperly repairs the delivery item, the Supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.

13.10 Warranties, in particular warranties as to quality, shall only be binding on the Supplier to the extent that they (a) are contained in an offer or an order confirmation, (b) are expressly designated as a "warranty" or "warranty as to quality", and (c) expressly stipulate the obligations resulting from such warranty for the Supplier.

13.11 In the event of resale of the delivery item by the Purchaser, §§ 445a and 445b BGB shall not apply.

13.12 If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own discretion and at its own expense, procure for the Purchaser a right to

General Terms and Conditions for the Supply of machinery and equipment

further use sufficient for the agreed or presumed use or modify or replace the delivery item in a manner reasonable for the Purchaser in such a way that there is no longer any infringement of property rights. If this is not possible or not reasonable for the Supplier, the Purchaser may withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract. The Supplier's obligations under Clause 13.12 are, subject to claims for damages under Clause 14, conclusive in the event of an infringement of industrial property rights or copyrights. They shall only exist if: (a) the Purchaser immediately notifies the Supplier in writing of any asserted infringements of industrial property rights or copyrights, (b) the Purchaser supports the Supplier to a reasonable extent in the defense against the asserted claims or (c) the Purchaser allows the Supplier to carry out the modifications. (c) the Purchaser does not admit or acknowledge the existence of an infringement to third parties, (d) the Supplier reserves the right to take all defensive measures, including out-of-court settlements, at its discretion, (e) the infringement of the property right or copyright is not based on an instruction of the Purchaser and (f) the infringement of the property right or copyright was not caused by the fact that the Purchaser or third parties commissioned by it have modified the delivery item without authorization or have used it together with products which were not provided by the Supplier or recommended for joint use or have used the delivery item in a manner not intended by the Supplier.

14. Liability

14.1 The Supplier shall be liable for damages in the event of simple negligence only for damages arising from the breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely; in this case, however, liability shall be limited to the typical foreseeable damage. This limitation of liability shall apply in the same way to damage caused by gross negligence on the part of employees or agents of the supplier who are not organs or executive employees of the supplier.

14.2 In cases of section 14.1, the limitation period shall be two years after the date on which the claim arose and the customer became aware of the circumstances giving rise to the claim. Irrespective of the Purchaser's knowledge, the claim shall become time-barred three years after the event giving rise to the damage. The limitation period for claims for damages due to defects shall be governed by section 13.1.

14.3 The above limitations of liability shall apply to all claims for damages, irrespective of the legal grounds, with the exception of claims for damages by the Purchaser (a) on account of intent, (b) under the German Product Liability Act, (c) on account of fraudulently concealed defects, (d) on account of defects in respect of which a guarantee of quality has been given (in this respect the liability provision or limitation period resulting from the guarantee shall apply if applicable). (e) due to injury to life, body or health or (f) due to gross negligence on the part of organs or executive employees of the Supplier.

14.4 The above limitations of liability shall also apply to claims for damages of the Purchaser against organs, executives, employees or agents of the Supplier.

15. Software use

15.1 Insofar as software is included in the scope of delivery, the Purchaser shall be granted a non-exclusive and non-sublicensable right to use the delivered software including its documentation.

15.2 The delivered software is provided to the Customer for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

15.3 The Purchaser may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69a ff UrhG). The Purchaser may not remove manufacturer's details - in particular trademarks, copyright or other property right notices - or change them without the Supplier's prior express consent.

15.4 All other rights to the software and the documentation, including the copies, shall remain with the Supplier or the software supplier. Lending, renting or other temporary transfer of the software to third parties as well as sublicensing is not permitted.

16. Deterioration of assets

16.1 If, after the conclusion of the contract with the Purchaser, it becomes apparent that the fulfilment of the Purchaser's contractual obligations is at risk due to the Purchaser's financial situation (in particular in the event of suspension of payments, application for insolvency proceedings, attachment or execution measures, the lodging of protests against bills of exchange or cheques and the return of debit notes, including vis-à-vis or to third parties), the Supplier may, at its discretion, withhold delivery until the purchase price has been paid in advance or an appropriate security has been provided. This shall also apply if, as a result of default in payment on the part of the Purchaser,

General Terms and Conditions for the Supply of machinery and equipment

there are reasonable doubts as to the Purchaser's solvency or creditworthiness.

16.2 The Supplier may withdraw from the contract in whole or in part if insolvency proceedings are applied for or opened against the assets of the Purchaser.

17 Right of termination of the orderer

If the delivery item is a non-transferable movable item to be manufactured or produced in accordance with § 650 BGB, the Purchaser may only terminate the contract at any time until completion of the work in accordance with § 648 BGB if there is good cause. In this case, the Supplier shall be entitled to the agreed remuneration. However, the supplier must take into account what he saves in expenses as a result of the cancellation of the contract or acquires or maliciously refrains from acquiring through other use of his labor and his business.

18. Legal compliance and export

18.1 The Purchaser shall comply with all statutory provisions and official requirements as well as all other applicable laws and in particular export regulations and the laws of the country in which the Purchaser does business. The Purchaser shall obtain in due time all necessary permits and licenses as well as all other necessary authorizations required for the use or export of the delivery item under all such applicable laws. In the event of a breach of the above obligations, the Purchaser shall indemnify the Supplier against any claims of third parties.

18.2 The Supplier may withhold its performance vis-à-vis the Purchaser if the Purchaser would violate such applicable laws or if not all necessary permits are in place and this is not due to the fault or responsibility of the Supplier.

19 Assignment

The Purchaser may not assign the rights and obligations incumbent upon it in connection with the Supplies in whole or in part without the prior written consent of the Supplier. The Supplier is permitted to assign the rights and obligations incumbent upon it in connection with deliveries, in particular to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG).

20 Severability clause

Should individual provisions of these General Terms and Conditions of Delivery be or become invalid, this shall not affect the validity of the remaining provisions.

21 Applicable law, place of jurisdiction, place of performance

German law shall apply to all legal relationships between the Supplier and the Purchaser to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes arising from or in connection with a delivery shall be the Munich I Regional Court. The Supplier may, however, also bring an action at the Purchaser's place of business. The place of performance for all obligations arising from or in connection with a delivery shall be the Supplier's registered office.