

General Terms of Sale of Perzi Kunststofftechnik GmbH

I. General Provisions

1. This General Terms of Sale apply to all business relationships between the Deliverer and the Purchaser. The version valid at the time of the conclusion of agreement shall be relevant.
2. Upon placing an order, the Purchaser accepts these General Terms of Sale. Deliverer reserves the right to amend the General Terms of Sale without prior notice.
3. Orders respecting nature and scope of the delivery become binding not until receiving the order confirmation from the Deliverer. Modification and amendments require our prior written approval.
4. In the case of ongoing business relationships, these conditions are also valid for future business, whereby reference is not expressly made to them, provided that the Purchaser has been made aware of them when an order has previously been carried out by Deliverer. May different Terms by the Purchaser or by the Deliverer be relevant instead of this General Terms of Sale this must be expressly agreed by prior written approval by the parties. If individual provisions of the present General Terms of Sale should be or become wholly or partly invalid, the validity of the remaining provisions shall not be affected thereby. The partly or wholly invalid provision shall be replaced with provisions whose commercial success comes as close as possible to the one of the invalid provision.
5. Terms and Conditions from the Purchaser only bind the Deliverer if they explicitly were accepted by the Deliverer. General Terms and Conditions deviating from the present ones, conflicting with the present ones or complementing them shall not become part of the agreement, even if they are known, unless the Deliverer explicitly agrees to their validity in writing.

II. Costs

1. Unless otherwise agreed prices shall be ex works, not including packaging and additionally VAT/Sales Tax in the respective legal height.
2. If the costs depend on the weight because agreed so, the final costs result from the weight of the approved initial sample.
3. Costs regarding form/design include costs for the sampling but not costs for test device and processing device and not for changes requested by the Purchaser.

III. Delivery- and Purchase Commitment

1. Times of delivery begin after receipt of all relevant documents, if required after the order of raw materials in due time and agreed advance payments.
2. If an agreed delivery time is not met as a consequence of own fault of the Deliverer, the Purchaser is entitled after waiver of claims to demand an adequate compensation or to withdraw from the contract both after setting an additional respite. To do so the Purchaser must declare the waiver of delivery when setting an additional respite.
3. Appropriate partial delivery as well as meanderings from the delivery are acceptable up to +/- 10%.
4. The Deliverer is obligated to accept further orders in an appropriate delivery time as long as the Deliverer has the title regarding the forms/designs, the instruments/tools and the jigs/gadgets from the Purchaser and as long as the Deliverer has the obligation to custody regarding forms/designs, instruments/tools and jigs/gadgets which belong to the Purchaser. This obligation does not include any commitment on previous price agreements. The same applies on current orders if the costs vary in a significant scope (e.g. commodity prices, exchange rates et cetera).

5. Events due to an act of God (force majeure) at the Deliverer or at one of his suppliers lengthen the delivery period appropriate. This also applies to official interventions, failure of energy or commodity supply, strikes and unforeseeable supply difficulties, as long as they were not caused by the Deliverer. The Deliverer will immediately notify the Purchaser thereof. The Deliverer has to keep Purchaser's adverse effects at a possible minimum, when necessary by withdrawal of forms/designs, instruments/tools and jigs/gadgets for the duration of the damnification.

IV. Transfer of Risk, Packaging and Transport/Forwarding

1. The risk shall be transferred to the Purchaser at the time of handing over the work even if the delivery was free carriage.

2. If the Purchaser is responsible for delay of the transport/forwarding the risk shall be transferred to the Purchaser at the time the Deliverer being ready for dispatch.

3. Unless otherwise agreed Deliverer selects packaging and transport/forwarding to the best knowledge. On Purchaser's demand in writing deliveries may be insured against damages like breach, damages in transit and fire, if full costs thereof are borne by the Purchaser.

V. Provision of Material

1. If material is provided by the Purchaser it has to be delivered in due time and agreed specification on his own costs and risk with an appropriate quantity premium, at least 5%.

2. If this requirement is not met, the delivery time shall be extended reasonably. Besides events due to an act of God (force majeure) Purchaser bears the additional costs, also for process interruption arisen thereof.

VI. Forms/Designs, Instruments/Tools, Jigs/Gadgets

With regard to a diverging legal situation in the respective European countries, signatories are basically free to make an arrangement regarding title respectively right of ownership relating forms/designs, instruments/tools, jigs/gadgets.

1. If and when the Deliverer is property owner regarding forms/designs, instruments/tools, jigs/gadgets, these are only used for orders by the Purchaser as long as Purchaser fulfils his payment and acceptance obligations. Obligation of the Deliverer to store forms/designs, instruments/tools, jigs/gadgets expires two years after the last delivery and previous notification to the Purchaser.

2. If and when the Purchaser is property owner regarding forms/designs, instruments/tools, jigs/gadgets, the Deliverer is entitled to retain forms/designs, instruments/tools, jigs/gadgets until Purchaser complies with every term regarding the agreement (right of retention). The transfer of forms/designs, instruments/tools, jigs/gadgets to the Purchaser restores the Deliverer's obligation to store it. Independent from the Purchaser's actio in rem (claim for return) and from the endurance of the forms/designs, instruments/tools, jigs/gadgets the Deliverer is entitled to exclusive ownership to the forms/designs, instruments/tools, jigs/gadgets until the acceptance of an agreed order value and/or the expiration of a certain time period. Deliverer has to mark the forms/designs, instruments/tools, jigs/gadgets as third party property and to insure them if requested by the Purchaser. In case of withdrawal of the forms/designs, instruments/tools, jigs/gadgets and related know-how transfer Deliverer is entitled to receive appropriate compensation.

3. In case of forms/designs, instruments/tools, jigs/gadgets according to numeral 2 which are owned by the Purchaser and/or made available on loan by the Purchaser, Deliverer's liability regarding storage and maintenance is limited by diligence as in own affairs, costs regarding service and insurance are born by the Purchaser. Deliverer's commitments expire if upon completion of the order and corresponding demand Purchaser does not collect the forms/designs, instruments/tools, jigs/gadgets. If so Deliverer is entitled to return the forms/designs, instruments/tools, jigs/gadgets to the Purchaser on Purchaser's own expense. As long as Purchaser does not fulfil his contractual obligations to the full extent Deliverer has a right of retention regarding the forms/designs, instruments/tools, jigs/gadgets.

VII. Retention of Title

1. Deliveries occur among retention of title, including extended retention of title, as long as this provision is accepted by the jurisdiction in the respective country. Where required adequate agreements have to be entered.
2. The same applies to deliveries beyond the scope of this terms of sale, if a retention of title respectively an extended retention of title is legally possible in the country where the goods are situated at the time of claim. Otherwise Purchaser is bound to provide Deliverer with all rights existing in the jurisdiction of the respective country to secure the title.

VIII. Warranty/ Product Liability

1. For the construction and the functioning of the goods Purchaser is liable by oneself, even if he was advised while engineering – unless Deliverer provides a corresponding covenant in writing.
2. Notification of defects shall be claimed immediately, at the latest two weeks after receipt of the delivery. In case of latent defects this respite extends to one week since identification of such defect, but no longer than six months after receiving the goods.
3. In case of justified claims Deliverer at his own choice is bound to arrange a rectification or a compensation delivery free of charge. Does he fail to fulfil his obligation Purchaser is entitled to demand reduction of price or to withdraw from the contract. Advanced claims are excluded. If Deliverer demands, defective goods which were replaced must be returned at Deliverer's expense.
4. Local laws on product liability remain unaffected.
5. Unauthorised work or inappropriate use regarding the goods cause the expiration of claim. Only to ward disproportional damage and after prior notice to the Deliverer, Purchaser is entitled to repair and to demand the compensation of the relating costs.

IX. Terms of Payment

1. All payments must be made in agreed currency exclusively to the Deliverer.
2. Unless otherwise agreed, the purchase price has to be paid:
 - a. for forms/designs with 50% at the time of the order confirmation and 50% thirty days after providing initial samples as specified in the contract, in each case without discount. In case of order-changes from the Purchaser before completion of the forms/designs and confirmation of the Deliverer the Purchaser bears all costs arising thereof.
 - b. for precast parts or other supplies within thirty days of the date of the invoice. However, any discount only applies where all invoices due earlier have been settled.
3. In case of payments outstanding, a delay penalty will be applied without advice as high as set by the bank to the Deliverer for current account advance.
4. If reasonable doubts arise as to the Purchaser's ability to pay, all Deliverer's outstanding receivables shall become due and payable immediately. The Deliverer shall further be entitled to withdraw from contract following a reasonable period of grace or claim damages for non-fulfilment.

X. Trade Mark Rights

1. The Purchaser shall be liable to the Deliverer for the freedom of third party rights of the deliveries and services and the Purchaser releases the Deliverer from any related claims and shall be liable itself for any damages incurred.
2. Construction documents, models and so forth as provided by the Deliverer remain his or her property and may only be used or forwarded with his or her permission. Where a delivery contract does not come into effect through the fault of the Purchaser, Deliverer shall have the right to claim reasonable compensation for the preparatory work.

XI. Place of Execution and Jurisdiction

1. The place of execution is the location of the Deliverer's factory.
2. Jurisdiction for all disputes shall be with the court of Deliverer's seat having jurisdiction *ratione loci* and *ratione materiae* for Deliverer's seat of business.
3. Austrian law shall apply, excluding its conflict-of-law principles.
4. In the event of discrepancies between the English and German version of the respective terms of sale, the German version prevails.