

General Terms and Conditions of Trade and Delivery from Ankele Kunststoffmaschinenbau, 75433 Maulbronn

§ 1 Application of the general terms and conditions

The following general terms and conditions of trade and delivery apply to all delivery transactions. Other provisions, particularly the customer's conditions of purchase will only become constituent to the contract if expressly agreed in writing with our management

§ 2 offers

- (1) Our offers are not-binding
- (2) The information, data and reference indicated in the offer are at the respective time of printing on the newest conditions
- (3) From the data, illustrations and descriptions in the offer no requirements on change of machines or devices already supplied can be made valid.
- (4) In reference, pictures process engineering in the offer represented and cutouts are suggestions, whose transferability must be examined for respective application.

§ 3 Formation of a contract

- (1) The contract becomes effective with our confirmation of order. The content of the confirmation applies exclusively
- (2) Telephone or oral addenda, amendments or subsidiary agreements must also be confirmed in writing before becoming effective

§ 4 Conclusion of a contract

- (1) Relevant for the scope of our performance are the mutual written declarations. If a contract is concluded without the existence of such mutual declarations, our written confirmation of order shall be binding.
If no confirmation exists, then the customer's written order shall be applicable.
- (2) Dimensions, weights and ratings specified in our offer documents or in our confirmation of order as well as figures and drawings included therein will only become binding for the performance if expressly confirmed in writing. Cross weights and crate dimensions are approximate and stated to the best of our knowledge without being binding.
- (3) The customer will be informed about protective measures to the extent that this has been agreed

§ 5 Price

- (1) Our prices are stated ex works without packing. Applicable are those prices stated in our confirmation of order plus legal VAT. Fixed prices require an express written agreement.
- (2) We reserve the right to correct prices in the event that, due to new information about the contractually owed performance, additional quantities on increased performance are required, that these do not exceed the quality the quality and quantity tolerances customary in trade and that this information was not or not required to be at our disposal at the time we submitted the offer.
- (3) Para.2 is not applicable in the event that our contract partner is a consumer.

§ 6 terms of payment

- (1) All payments are, as far as differently does not agree to pay in cash without each departure within 30 days in euro freely on our points of payment.
- (2) With delay of payment of the customer we are entitled, interest at a value of 3% over the respective rate of discount of the European central bank, at least however 8% per year to compute The proof that a substantially low damage caused by default developed for us, remains free the customer.
- (3) Unless otherwise expressly agreed upon in writing, the contract price does not include performances such as however, not limited to acceptance testes by customer, installation, start up of the goods supplied, training of customer's operation and maintenance engineers.
- (4) We are not obliged to accept bills of exchange or cheques; if we do accept them, they only accepted on account of performance. Collection and discount charges as well as the bill of exchange tax must be borne by the customer. We do not assume any liability for the punctual submission or protesting of bills of exchange, cheques or other documents provided on account of payment
- (5) The customer may only set off such claims that are undisputed or that have been determined in a legally manner, refer and to the same contractual relation.

§ 7 period of delivery

- (1) The dates of delivery indicated by us can be exceeded in individual cases slightly. Our obligation to delivery rests so long the customer with a commitment in the arrears is and/or to documents with to teach permission or releases has.
- (2) An agreed period of delivery commences with the date of the confirmation of order and is regarded as observed with the provision of the goods to the customer. If dispatch has been agreed, the deadline is regarded as met as soon as the entire consignment has been dispatched. We reserve the right to make advance deliveries
- (3) Higher force and operational disturbances, in particular wartime situations, strike and lockout with us or our suppliers, scarcity of raw materials, orders of national places or the absence of official or other permission necessary for the execution of the supply free us for the duration of the disturbance and to the extent of its effect from the obligation to the achievement, as far as the disturbance was not roughly negligently caused by us.
- (3) If we exceed a binding delivery deadline by more than 2 months, the customer shall be entitled – after expiry of an adequate period of time granted for performance or subsequent performance – to rescind the contract. If the deadline is exceeded due to circumstances for which we are responsible, the customer may demand compensation for the delay up to a maximum of 0,5% of the price of the overdue delivery for each full week of delay, but in no event ore than 5% of the value of the overdue delivery. If the delay is caused by our own slightly careless behaviour, our liability for damage suffered by the customer shall be limited to compensation of the damage foreseeable at the time the contract was concluded. Other claims for damages are excluded.
- (4) Part deliveries are permitted

§ 8 Dispatch and Passage of risk

- (1) At the latest with the sending off of the supply the danger turns into on the customer. This applies, even if partial deliveries take place or if we take over the transport of the commodity or if Franco or FOB supply is agreed upon. This applies also to a any return agreed upon with us.
- (2) If dispatching the commodity retards due to circumstances which we not to represent has, then the risk passes to the customer from the day the delivery is ready for dispatch.
- (3) The dispatch takes place on calculation of the customer. The packing is computed to the first cost
- (4) We are not obliged to stock up in advance with the semi-finished products necessary for the execution of the order.

§ 9 Customer's delay in taking delivery of the purchased goods

- (1) As compensation for damage in the event of the customer's delay in taking delivery of the purchased goods, we are entitled to demand 30% of the purchase price or the payment for our work without deduction unless the customer is able to prove that no damage at all or no damage equalling the lump sum has occurred. Apart from that, we reserve the right to furnish proof of a greater loss, as e.g. in the case of custom-made products.
- (2) Managing regulations apply also, if the customer does not decrease in the context of a call-off partial deliveries within the periods agreed upon with it.

§ 10 Liability for delivery defects

- (1) For fault of the goods we are responsible without prejudice to a any indispensable liability according to the regulations of the product liability law and if nothing different one was agreed upon, as follows
 - a) Within 6 months with multiple transmission, starting from passage of the risk in accordance with § 7 the machines and/or their construction units are improved after our choice, supplied again or
taken back to the invoice value, if them impair themselves due to one demonstrably before the passage
of the risk of lying circumstance, in particular because of incorrect design, which can be represented from us to, incorrect parts or unsatisfactory execution as useless or in their usefulness not insignificant
to put out. If the orderer requests our customer service, then he bears thereby developing cost to us. Replaced parts become our property.
Without our previous agreement if a fault is repaired through third, then we do not bear cost
If rework or replacement failed not possible, finally, or it with consideration of our delivery opportunities was unreasonably retarded, then the customer reduction of the remuneration (decrease) can require. However if the reduction of the price with us cannot be obtained agreement, then the customer can require also transformation of the contract.
 - b) A condition of the warranty claims is that the customer raises the notice of defect in writing within 10 days after delivery of the commodity with us At expiration the commodity applies for this period as authorized The liability for not obvious fault remains of it unaffected.
The customer has however, as soon as fault show up, to indicate these with message of the loss of the guarantee within 10 days.
- (2) We do not take over guarantee for damage, which results from natural wear, incorrect or careless treatment, inappropriate storage or inappropriate transport, unsuitable or inappropriate start-up or operating instructions or careless, inappropriate or inappropriate consultation and/or repair by the customer or through third.
We do not continue to take over guarantee for damage by electro technical or other outside effects on a machine or a construction unit as well as the use of addition exchange and accessories, which are not coordinated with our machines or devices develop.
- (3) For rework and for new supply we are not so for a long time obligated, when the customer with the purchase price payment is at amount in the arrears, which exceed the reduction in value of the delivery article caused by the fault.
- (4) If an expressly assured characteristic is missing to our supply or achievement, then we cling specified extent over that to managing outside in the context recognizable of the purpose of the warranty become for us also on payment of damages because of default
Our liability exists however only to the extent, to which after the usual run of the things on the entrance of such a damage could be counted
For fault consequential damages we are responsible only when being present resolution or rough negligence.

§ 10 Liability for delivery defects

- (5) Further reaching entitlement of the customer up to such according to the compelling regulations of the product liability law are impossible.

This applies also to claims for damages from being to blame for with conclusion of a contract and from positive violation of contract, which are based directly or indirectly on fault or certain characteristics of the commodity. Claims for damages because of deliberate or roughly negligent injury of our contractual or before-contractual obligations remain unaffected, them fall under the statute of limitations in 6 months from the time of the passage of the risk on.

- (6) Information and application possibilities of our products and other data take place after best knowledge, however without obligation under exclusion of any adhesion, unless we hurt deliberately or by rough negligence our obligations.

Information do not free the customer from the own examination of our products on their suitability for the purposes intended by the customer.

§ 11 acceptance

- (1) If acceptance has been agreed, this has to be done immediately after notification of acceptance. If acceptance is no fault of ours in time, or the acceptance is not complete, the goods shall be decreased at the close of the third business day after notification of readiness. The effect of a decline occurs in every case, even if the delivered item is set without our consent in operation.
- (2) The customer may decrease because of immaterial defects, without prejudice to its rights under § 10 not refuse.

§ 12 Machine / equipment or components to the sample.

- (1) Machines, equipment or components that are supplied to the sample must be re-Returned by the purchaser in an absolutely clean and purified state. Where nevertheless contamination or damage to the machinery, equipment or components are present, a cleaning or repair is carried out by us. The resulting costs are charged to the Purchaser. Should the agreed trial period may be exceeded, the machine / device or component may, at our discretion, be billed or a rental fee for the exceeded probationary period are calculated.

§ 13 reservation of ownership

- (1) We reserve ownership in the delivered goods until full settlement of all existing and future claims arising from the business relationship between the customer and us.
- (2) If the goods are processed by the customer, then processing is effected for us. Therefore, within the meaning of Sect. 950 of the German Civil Code (BGB = Bürgerliches Gesetzbuch), we are regarded as the manufacturer and acquire ownership in the intermediate or end product. Processing with other goods not belonging to us is effected for us according to the ratio of the value of the goods in which ownership has been reserved to the value of the other processed items at the time of processing. Should our ownership in the goods be lost through processing, the customer hereby assigns ownership in the new item created by such processing to us. Of the goods in which ownership is reserved are incorporated by the customer as a major part into the real estate of a third party, the customer hereby assigns his claim for remuneration arising therefrom against the third party to us, in the amount equivalent to his debts towards us.
- (3) The customer may only dispose of the goods within the ordinary course of business; other dispositions, in particular pledging or transfer by way of security, are not permitted. The customer undertakes to only resell the goods on condition that he reserves ownership in them; with regard to his claim arising therefrom, the customer will – if it is a commercial transaction or a legal transaction with a legal entity under public law or a special public-law fund – prohibit the purchasers from offsetting and exclude rights of retention. The customer hereby assigns to us all claims from resale or processing against the purchasers as well as, in the event of damage to or loss of the goods we have delivered, all claims against insurance companies or other third parties in the amount equivalent to his debts towards us. If the goods are owned by us and third parties, the customer will assign to us such fraction of the claim resulting from resale that equals our share in ownership.
Should the value of the claims assigned to us and/or the goods in which we have ownership before or after processing exceed our own claims against the customer by more than 20 %, we shall at our discretion release claims or goods until the excess is no more than 20 % if so requested by the customer.
- (4) The customer is obliged to immediately inform us of seizures of the goods supplied under reservation of ownership and of rights assigned to us through third parties. In addition, the customer is entitled and obliged until further notice to collect claims assigned to us.
- (5) The customer is obliged to store the goods carefully and to sufficiently insure them at his own against theft and fire.
- (6) Upon full settlement of all our claims arising from the business relationship, ownership in the goods supplied under reservation of ownership passes to the customer, and the claims assigned to us will be again at his disposal.

§ 14 Final provisions

- (1) The customer may transfer its rights from the present Treaty only with our previous written agreement to third
- (2) Place of delivery for all deliveries, achievements and payments is Maulbronn
- (3) So far legally permissible, Maulbronn is agreed upon as area of jurisdiction. We are also entitled to complain at the seat of the customer.
- (4) The contractual relationship and all disputes arising therefrom – even in the event of orders from abroad – are subject to the law of the Federal Republic of Germany excluding, if permissible, all other legal systems and international agreements. The United Nations Treaty about Contracts for the International Sale of Goods (CISG), the Hague Convention of 1 July 1964 and the associated implementing laws may only be applied to orders from abroad if this has been separately and expressly agreed with us in writing.
- (5) The invalidity or inapplicability of one or several provisions of these general terms and conditions of trade and delivery will not result in the invalidity or inapplicability of the other provisions; the invalid or inapplicable provision must rather be replaced by such valid or applicable provision that comes closest to it in its commercial purpose.