

## 1. Conclusion of contract and contract terms

- 1.1 Other general terms and conditions are not valid unless expressly recognised by us in writing.
- 1.2 The current prices are non-binding. We reserve the right to invoice prices valid upon delivery in the event of changes in the cost situation, in particular in the event of fluctuations in the cost of materials.
- 1.3 Orders accepted by our field and sales representatives are valid only upon our express confirmation if they vary from our delivery and payment terms as well as from our current prices.

## 2. Delivery

- 2.1 Delivery is made CIP within Germany as of an order amount of 200.00 € net. We invoice a shipping cost of 5.30 € for an order value under 200.- € net. We invoice an appropriate shipping cost for deliveries to foreign countries. We invoice an additional 10.00 € as a processing fee for a net order value of less than 100 €. Depending on the scope, freight and processing costs will be invoiced for deliveries outside Germany. All additional shipping documents will be charged to the customer.
- 2.2 Shipping of goods is done at the risk of the Buyer. The danger of damage or loss of the goods is transferred to the Buyer when the object of delivery has left our business premises.
- 2.3 The time of delivery is extended by an appropriate amount as a result of measures related to labour disputes, in particular strikes and lockouts as well as in the event of the occurrence of unforeseen hindrances, including when they occur to our suppliers, such as for example, interruptions of operations, difficulties in obtaining raw materials and breakdowns in production. We also retain the right to withdraw from the contract in such cases.
- 2.4 All damage claims of the Buyer or notices of default directed at us are precluded upon exceeding the time of delivery or upon exercise of our right to withdraw due to the occurrence of the unforeseen hindrance.
- 2.5 We are released from our contractual obligations if reasonable doubt exists regarding the liquidity of the contract partner as well as if older past-due invoices have not yet been settled.
- 2.6 The outer packaging will be charged at cost and will not be taken back except for EURO pallets.

## 3. Complaints

- 3.1 Complaints of identifiable and noticeable defects must be provided to us in writing within one week of receiving the good. Notification of hidden defects must also be made in writing without delay, at the latest 7 days after their detection. Returns are not permitted without prior consultation with us.
- 3.2 We provide free replacement in the event of justified notifications of defects. If this substitute delivery removes the complaint, claims to conversion and reduction of price as well as the right to withdraw from the contract or damage claims of the Buyer are excluded. Liability for any type of consequential damages for defects is excluded.

## 4. Retention of ownership

- 4.1 Our deliveries are performed exclusively under retention of ownership. Ownership passes to the Buyer only when it has settled all liabilities from all deliveries independent of whether the Buyer has paid for specified goods or deliveries.
- 4.2 In the event of behaviour in breach of the contract by the Buyer, in particular in the event of payment arrears, we are entitled to repossess the object of delivery and the Buyer is obliged to surrender the object of delivery. The repossession as well as the attachment of delivered goods by us, to the extent the Instalment Purchase Act (*Abzahlungsgesetz*) is not applicable, provides for a withdrawal from the contract only when we expressly so declare in writing. In the event of attachments or other interventions of third parties involving our goods subject to retention of ownership, the Buyer is obliged to notify us in writing without delay and to send us the documents necessary for the assertion of our ownership rights (attachment record, sworn statement on the identity of the goods). All costs arising to us through an intervention are borne by the Buyer.
- 4.3 The Buyer is entitled to resell our goods subject to our retention of ownership in the ordinary course of business. However, upon conclusion of the contract it assigns to us by way of security all receivables from the resale of our goods subject to retention of ownership together with all ancillary rights.  
As long as the Buyer meets its payment obligations to us it is entitled to collect the receivables assigned to us from the resale. Upon our demand, the Buyer is obliged to disclose the amount of the assigned receivables from the resale and the name of the obligor as well as to make available all related documents. We are entitled to directly notify its customer of the assignment of the resale receivables of the Buyer.
- 4.4 The retained ownership is transferred automatically to the Buyer as soon as our receivables have been fully settled. If the value of the securities held by us exceeds the total amount of our claims against the Buyer by more than 20%, we are obliged to release the goods at the demand of the Buyer upon payment.

## 5. Payments

- 5.1 Settlement of our invoices must take place within 30 days after the date of the invoice without any deduction.
- 5.2 Upon exceeding the term of payment, as determined by our receipt thereof, we are entitled to invoice interest on arrears in the amount of 3% over the respective discount rate of the Deutsche Bundesbank without the need to provide a prior request for payment and notice of default. After a written request for payment we have the right to invoice interest on arrears in the amount of the costs arising to us through loans from banks.
- 5.3 Bills of exchange or cheques will be accepted only as provisional performance and are considered as payment after redemption and settlement of all ancillary costs, wherein we reserve the right to accept bills of exchange.
- 5.4 Incoming payments will be set off against the oldest outstanding receivable.

## 6. Place of performance and venue

- 6.1 Place of performance for delivery and payment is D-91731 Langfurth.
- 6.2 Venue is in the corresponding place of performance pursuant to 6.1, including deliveries to countries outside Germany
- 6.3 Registration: peel-plate GmbH VAT -Id No.-DE 131942343 – Register Court Ansbach HRB No. 1400

## 7. Amendments, ancillary agreements, partial effectiveness

- 7.1 Amendments and supplements to the contract as well as ancillary agreements are valid only when confirmed by us in writing.
- 7.2 If individual terms of this contract are invalid, the validity of the remaining contract provisions is not affected.

## 8. Dispute resolution proceedings

There will be no participation in a dispute resolution proceeding before a consumer arbitration board.