

## GENERAL CONDITIONS AND TERMS OF TRADE - POLYMER PROCESSING

### § 1 Scope

- § 1.1 Our offers are nonobligatory, subject to self-procurement. Offers are valid for four weeks, if not otherwise agreed in writing.
- § 1.2 For all order handling exclusively our general conditions and terms of trade apply in their version at the moment of the order acknowledgement. Opposing purchase conditions of the orderer are not binding for us, even so if not explicitly objected - the note that we operate on the basis of our general conditions and terms of trade is sufficient. Deviating agreements in single cases require our written approval.
- § 1.3 Our general conditions and terms of trade are entirely valid, also without special indication. This especially applies for subsequent deliveries.
- § 1.4 Printed, orally given or written information with regard to the characteristics of our articles can in no way be considered as guaranteed. The same goes for samples provided. In order to guarantee an appropriate use the customer is requested to make adequate tests. We reserve the right to change the article in its material composition - also without special indication - so that the obligation for mandatory testing exists for each and every delivery anew.
- § 1.5 All cases of force majeure discharge us from complying with the contract conditions, especially from complying with confirmed delivery dates. Considered as cases of force majeure are also accidents, shortage of material, operational disruption and so on.

### § 2 Prices and rebates

- § 2.1 Our prices are net in EURO [€] per 1,000 pieces if not a different quantity unit, e. g. piece of 1,000 pairs is indicated.
- § 2.2 The prices include the costs for standard packaging.
- § 2.3 In case of domestic orders with a delivery address abroad the extra shipping costs incurred are invoiced. Furthermore the prices for the foreign country in question apply.
- § 2.4 In case of export business the prices of the foreign country in question apply. Export business with a domestic delivery address are subject to the rules of chain transaction and to invoicing of value added tax.
- § 2.5 Our articles are subject to two different rebate scales, which are marked *R1* and *R2*. Quantity rebates basically result from forwarding advantages in production and planning and base consequently per article, per material version and per colour.
- § 2.5.1 For orders according to the following order quantities per article, material version and colour we grant for articles marked **R1** the following quantity rebates:

5.0 % as of 25,000 pieces	12.5 % as of 250,000 pieces
7.5 % as of 50,000 pieces	15.0 % as of 500,000 pieces
10.0 % as of 100,000 pieces	

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§ 2.5.2 For orders according to the following order quantities per article, material version and colour we grant for articles marked **R2** the following quantity rebates:

5.0 % as of 3,000 pieces	12.5 % as of 50,000 pieces
7.5 % as of 10,000 pieces	15.0 % as of 150,000 pieces
10.0 % as of 25,000 pieces	

### § 3 Service flat rates and supplements

§ 3.1 Service flat rates and supplement are determined to cover extra cost in accordance with the expense so that extra costs are not at the charge of the general public, but of the causer. We reserve the right to invoice corresponding expense compensation in single cases.

§ 3.2 Small order

For orders with a net value below € 150.00 we invoice a fee of € 15.00 in order to cover the administrative expenditures.

§ 3.3 Export

For export deliveries we charge € 15.00 per invoice.

§ 3.4 Special packaging

Standard packages consider the partition of the order quantity into packaging units using the biggest possible units or a picking that minimizes the total number of packaging units. All packages/pickings which deviate from this are considered as special packages.

If the customer requests smaller/other packaging units than foreseen as a standard to be shipped, we charge a fee of € 2.50 per additional packaging unit.

§ 3.5 Labelling

Our packages are normally marked with our article number on three sides (e. g. stamps). This number helps to identify the article, the material and the colour as well as the contents of the packaging units. If additional markings are requested we must charge a fee of € 2.50 per marking.

§ 3.6 Neutral packaging and neutral delivery

Neutral packaging means that our packages do not indicate their origin from EKS®. For this it is necessary to repack our goods on stock or to replace our adhesive tape by a neutral one.

Neutral delivery means furthermore that our labels of dispatch do not give any indication of EKS® and name the orderer as sender of the goods respectively. Additionally delivery notes provided by the customer can be used or our delivery notes manipulated or neutralized.

The resulting extra work is invoiced with a fee of € 2.50 per packaging unit.

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§ 3.7 Delivery advice

Normally we do not advise deliveries since we confirm as a rule an exacte date of dispatch in writing.

If a customer insists on being advised about a delivery, a fee of € 5.00 is charged.

§ 3.8 Redemption of goods (control of pieces, new packaging and restoring)

We are not obliged to redeem goods which were erroneously ordered by the customer or which the customer cannot use anymore.

If we nevertheless agree to a redemption of goods, we have the right to charge € 25.00 as a fee for administrative extra work.

The delivery back has to be effected to our premises at any rate.

Additionally we charge € 2.50 per packaging unit for control of pieces, possible new packaging and restoring.

The amount of the reversal/amendment invoice depends on the possibility of reselling the goods and normally is 50 % of the net value.

§ 3.9 Delivery proof

For providing written delivery proof we charge a fee of € 5.00. We reserve the right to consider invoicing the amount with a subsequent order.

§ 3.10 Customs documents

If it becomes necessary to present certain documents at the customhouse in case of deliveries to third countries, we charge a fee of € 25.00 for the extra work. The issue of customs documents which need not to be presented at the customhouse is without extra fee.

§ 3.11 Overseas delivery

For overseas deliveries we charge a fee of € 50.00 to cover the administrative extra work.

**§ 4 Payment and reservation of ownership**

§ 4.1 If not otherwise agreed, our invoices have to be settled within 30 days as of the date of invoice without any reduction.

If payment is credited on our account within 14 days as of the date of invoice, we grant a cash discount of 3.0 %.

Payment is considered as made only at the moment of the credit on our account. The delivery of checks must consider the postal running time and an appropriate handling time.

§ 4.2 The date of the invoice corresponds to the date of the service provision, that means the date of the dispatch of the goods.

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§ 4.3 If payment is made with delay, we charge a reminder fee of € 10.00 with the second reminder and of € 25.00 with the third reminder.  
Moreover default interest is charged at 14.5 %.

§ 4.4 If our payment terms are not respected and if there is reasonable doubt about the ability of the orderer or recipient of the service to pay, especially in cases of arrears, we reserve the right to withdraw agreed payment terms and to claim for subsequent orders payment in advance or securities or to amend our conditions.

§ 4.5 Deviating payment terms of the orderer are objected.

§ 4.6 Reservation of ownership

Possible reservation of ownership always applies for subsequent deliveries as well, even if not indicated explicitly.

§ 4.7 Prolonged reservation of ownership

The customer has the right to resell the goods subject to retention of title in normal business transactions. Our customer assigns us his claim from reselling the goods subject to retention of title in the corresponding amount already now without losing the right to call and collect the claim himself.

Our right to call the claim ourselves remains untouched. However we will not use this right as long as the customer comes up to all his commitments of paying the sales price from the proceeds of his sales.

§ 4.8 Extended reservation of ownership

Delivered goods remain our property until payment is done completely, taking into account future claims, current account balance claims included, against the customer from the business relationship.

We are prepared to limit the reservation of ownership in such a way that security of constant current claims is given. A corresponding agreement of release has to be made in single cases.

§ 4.9 Invoices

Our invoices are normally transmitted electronically. The postal delivery of our invoices in paperform is done only on special demand of our customer.

If concrete contact data for the delivery of invoices has not been provided, we use the known or generally available contact data (e. g. e-mail addresses of the orderer or of the central administration).

## § 5 Delivery and dispatch

§ 5.1 Generally speaking our articles (uncoloured or in their standard colour) are available from stock. If not, deliveries are effected within shortly.

§ 5.2 Partial deliveries are permitted and do not require special confirmation.

§ 5.3 The delivery is normally made taking into consideration the most cost-effective method of dispatch. If the customer wishes a special method of dispatch or an unscheduled dispatch, the extra cost and work incurred is charged.

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- § 5.4 In case of collection of the goods by the customer we do not grant freight reimbursement.
- § 5.5 Delivery within the Federal Republic of Germany is effected free of charge as soon as the net value of the goods exceeds € 300.00. Otherwise the delivery is unfree ex works or free destination charging the freight costs.
- § 5.6 Export deliveries to the countries: Belgium, Denmark, France, Great Britain, the Netherlands, Austria, Poland, Switzerland, Slovenia and the Czech Republic are effected on the basis of the corresponding country price list duty unpaid, free destination, as soon as the net value of the goods exceeds € 300.00. To all other export countries the delivery is effected free German border. If the net value of the goods is below € 300.00, the delivery is unfree ex works or free destination charging the freight costs.
- § 5.7 The delivery is effected unassured and on the own risk of the customer. At the moment of handing the goods to the forwarder or carrier the risk is transferred to the customer, regardless if the delivery is free or unfree. If the dispatch of the goods is delayed through the fault or request of the customer, the risk has already been transferred to the customer at the moment of the information about the goods being ready for dispatch.

## **§ 6 Packaging**

- § 6.1 The packaging, if standard packaging, is already considered in the price. The packaging units are chosen by us in dependence of the order quantity. If the order quantity cannot be matched by using the available standard packaging units or small or suitable packaging units are not available, we reserve the right to amend the delivery quantity up to the next larger number of pieces. Shortshipment is only effected on special request of the customer.
- § 6.2 If special packaging is requested, we reserve the right to charge the extra cost incurred.
- § 6.3 Packaging is only redeemed after agreement and at free delivery for us. Packages which cannot be used again, especially dirty packages are disposed of at extra cost.

## **§ 7 Quantity contracts/Call-off orders**

- § 7.1 Quantity contracts are binding orders with the commitment to take the goods within twelve months as of order confirmation, information about the ability to supply or the first dispatch.
- § 7.2 In case of partial deliveries from quantity contracts we grant the quantity rebate of the total quantity. Supplements and extra costs however base on the quantity of the partial delivery.
- § 7.3 If the quantity of the partial deliveries is known, normally one to two of these lots are kept on stock for immediate delivery. Otherwise their production is treated with priority.

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## **§ 8 Complaints and liability**

§ 8.1 Possible complaints have to be communicated in writing within 14 days as of receipt of the goods at the latest. Damage on a part of the delivery cannot be used to extend the complain to the entire quantity delivered, if a separation of the damaged from undamaged goods can be effected at reasonable effort.

§ 8.2 If a complaint is justified, we have the right to execute a replacement delivery or by choice to reimburse the reduced value.

§ 8.3 The claim for compensation is principally limited to the goods delivered by us. We cannot be hold liable for subsequent damage.

§ 8.4 If the goods are handed over to third parties, our further liability is excluded.

## **§ 9 Legal dispute and final clause**

§ 9.1 Place of fulfilment and venue for both parties, export business included, is 47906 Kempen/Germany.

§ 9.2 In all cases, export business included, the legislation of the Federal Republic of Germany applies.

§ 9.3 Should parts of these conditions be or become void, the remaining conditions still apply without limitation. Both contract parties commit themselves to replace the void condition with an effective one which comes up to the intended purpose at the highest possible extent. The same goes for existing or resulting gaps in the conditions.

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