

General Terms and Conditions of the company FEURER Porsiplast GmbH



I. Scope of application

1. The following Terms and Conditions shall apply to business transactions with companies pursuant to § 14 *BGB* [German Civil Code].
2. Our General Terms and Conditions shall apply exclusively. We shall not recognize any terms and conditions of the Customer to the contrary or deviating from our General Terms and Conditions, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall also be applicable if we carry out the delivery to the Customer without reservation while being aware of conditions of the Customer that are contrary to or deviate from our General Terms and Conditions.
3. All agreements made between us and the Customer during execution of the contract shall be set out in writing in this contract.
4. Our General Terms and Conditions shall also apply to all future business transactions with the Customer.

II. Conclusion of contract

1. Offers shall be made without binding effect. Our written confirmation of order shall be decisive for the scope of delivery. If any changes and / or extensions to the initial volume of the order agreed upon occur during the satisfactory performance of the order, these should be agreed upon in writing by the parties additionally in advance. If adherence to the contract cannot reasonably be expected by the Customer due to the changes and / or extensions made, the Customer shall have the right to withdraw from the contract. However, in such case, the Customer shall pay the agreed remuneration or, in the lack of an agreement, an adequate remuneration.
2. The delivered quantity shall be charged. Partial deliveries shall be admissible, unless the Customer would be unreasonably disadvantaged.
3. Production samples, galley proofs, press proofs, etc. shall be inspected by the Customer and returned to us upon having been declared ready for processing. We shall not be liable for defects overlooked by the Customer or for defects resulting from performance data submitted by the Customer or from other incorrect or incomplete information. If the inspection of an initial sample by the Customer is not requested by the Customer, our liability shall be limited to defects based on intention or gross negligence.
4. Agreements made orally, collateral agreements and changes shall be confirmed by the Contractor in writing in order to be binding.

III. Prices

Our offer or our confirmation of order, as the case may be, shall be under the reservation that the items the offer or the confirmation of order, as the case may be, is based on remain unchanged. Price changes shall be permissible if there are more than two months between conclusion of contract and agreed delivery date. In this case, we shall reserve the right to increase or reduce the price in accordance with the cost changes occurred, particularly with respect to wage costs, costs for unfinished materials, energy costs or transportation costs. The Customer shall only be entitled to withdraw if the price increase substantially exceeds the increase of the general cost of living.

IV. Terms and conditions of payment

1. Unless otherwise provided in our offer or in our confirmation of order, the prices shall apply "ex works" excluding packaging, freight and shipping costs, customs duties, insurances and other ancillary services. The statutory value-added tax shall not be included in the prices. It shall be separately shown on the invoice in its statutory amount at the day of invoicing.
2. Payment shall be made within 30 days as from invoice date or acceptance without deduction. Agreed payment deadlines shall only be deemed as complied with if we can dispose of the amount to be paid at the due date. Bills of exchange shall only be accepted on account of performance and without the deduction of cash discount upon prior agreement. All costs shall be borne by the Customer.
3. The Customer may only offset against a claim that is undisputed, recognized by declaratory judgement or acknowledged, or exercise a right of retention.
4. In the event of delay in payment, default interest in the amount of 8% above the respective base rate of the European Central Bank shall be paid. The assertion of further damage caused by delay shall remain reserved.
5. If any substantial deterioration of the Customer's financial circumstances becomes known after conclusion of the contract or if any other justified doubts about their creditworthiness arise after conclusion of the contract that lead to endangerment of the Customer's payment obligation, the Contractor may demand payment in advance or immediate payment of all outstanding invoices (including the invoices not yet due), retain any goods not yet delivered, or (if a grace period set for payment expires ineffectively) withdraw from the contract with immediate effect. This shall also apply if the Customer fails to pay despite written warning.

V. Production and delivery times

1. Production and delivery dates shall be named in non-binding manner. The compliance with deadlines for deliveries and services shall require the receipt of all parts of delivery or service to be provided by the Customer in due time, necessary authorizations and releases as well as the compliance with the agreed terms and conditions of payment and other obligations. If these prerequisites are not met in due time, the deadline shall be reasonably extended.
2. Production and delivery periods shall be reasonably extended (also within a possible delay of delivery) if unforeseeable events occur that we have not been able to avoid despite exercising the diligence reasonable according to the circumstances of the case, e.g. in case of breakdowns, official interventions, difficulties with energy supply or delays in the delivery of essential product parts. The same shall apply in case of strike and lockout.
3. The production and delivery deadline shall be deemed as met if the delivery item has left the works or if we have notified the readiness for dispatch to the Customer upon its expiry. If a non-binding delivery date or a non-binding delivery period is exceeded by four weeks, the Customer may request in writing that we deliver within a reasonable period of time. Upon expiry of this period of time, we shall be in delay. In addition to delivery, the Customer may demand compensation of any damage possibly accrued due to the delay. If intention or gross negligence is imputable to us, we shall be liable in accordance with the statutory provisions. If only slight negligence is imputable to us or if we have culpably violated a substantial contractual obligation, our liability to pay damages shall be limited to the typically occurring and foreseeable damage.
4. If we are in delay with delivery, the Customer may set us a reasonable grace period in writing with the statement that they will refuse acceptance of delivery upon expiry of the grace period. After ineffective expiry of the grace period, the Customer shall be entitled to withdraw from the contract by written statement or claim for damages instead of performance. If intention or gross negligence is imputable to us, we shall be liable in accordance with the statutory provisions. In case of slight negligence or culpable violation of substantial contractual obligations, the damages shall be limited to the amount of the foreseeable, typically accruing damage. The claim for liability shall be excluded in the cases of ineffective expiry of the grace period including threat of refusal.
5. The Customer shall be obliged to state, within a reasonable period of time upon our request, whether they withdraw from the contract due to delay of delivery or if they insist on the delivery.

6. Partial deliveries and partial payments shall be permissible if reasonable for the Customer.
7. Unless otherwise agreed, call orders shall be accepted within 3 months after confirmation of order. The Customer shall notify the call in due time in advance.

VI. Transfer of risk

Risk shall be transferred to the Customer with dispatch of the delivery item, its delivery to a carrier or its collection. This shall also apply to partial deliveries. If dispatch of the delivery item, its delivery to a carrier or its collection is delayed due to circumstances the Customer is responsible for, risk shall be transferred to the Customer with receipt of the notification of readiness for dispatch. The Contractor shall not be obliged to conclude any insurance contracts against damages of any kind.

VII. Reservation of ownership

1. The delivered goods shall remain our property until the Customer has paid all receivables from the business relation, especially also any current account balance. The goods shall be insured against theft, fire and water damage by the Customer. The insurance contract shall be presented to us on request. We shall reserve ownership of the tools manufactured by us until their complete payment.
2. The Customer shall not be entitled to pledge the goods or to assign them as collateral. Any seizures on part of other creditors shall be notified to us immediately. In case of delay, we may demand the return of the goods without withdrawing from the contract.
3. The Customer shall only be entitled to resale (no matter if unprocessed, processed or connected) in the usual course of business operations. The resulting purchase price claims shall be deemed as assigned to us by way of security already at their accrual. The Customer shall be obliged to notify the names of the garnishees and the amount of their receivables on request.
4. As our authorized representative, the Customer shall only be entitled to collect the assigned receivables as long as they duly fulfil their obligations to us. Our authority to collect the assigned receivables shall remain unaffected; we shall however be obliged not to do this as long as the Customer fulfils their payment obligations to us. They shall pay the collected amounts to us immediately. If this does not happen, they shall be our property and shall be stored separately.
5. If the delivery item is processed on part of the Customer, our reservation of ownership shall also include the new item. In case of processing or mixing with third party items, we shall acquire co-ownership in accordance with §§ 947, 948 *BGB* [German Civil Code].
6. We shall be obliged to release the collaterals we are entitled to on the Customer's request as far as the realized value of the collaterals exceeds the receivables to be secured by more than 10%; it shall be our task to select the collaterals to be released.

VIII. Handling of samples and all documents

The Customer shall be liable that no industrial property rights of third parties are infringed by the use of the samples, master patterns, etc. provided by them or produced according to their instructions. If the Customer is aware of any industrial property rights of third parties that would obviously be infringed by the execution of the contract, they shall inform us immediately. All documents as samples, sketches, drafts and proof copies produced by us shall remain our property. They may neither be imitated nor copied nor made accessible to third parties or rival companies. This shall also apply to copies.

IX. Liability for defects

1. The Customer's rights based on liability for defects shall require that they have duly met their obligations with respect to inspection and notification of defects in accordance with § 377 *HGB* (German Commercial Code). If there are obvious defects, the notification of defects shall be made in writing within one week after receipt of the delivery item. Non-obvious defects shall be notified in writing immediately after their identification, within three months as from delivery at the latest. Otherwise the delivery shall be deemed as duly made. The Customer shall also be obliged to inspect the delivery item if initial samples have been sent.
2. We shall be liable for defects of delivery by means of subsequent improvement or substitute delivery (supplementary performance) at our option. Defects of a part of the delivery may not lead to the complaint of the entire delivery, unless the entire delivery is not usable for the Customer. Replaced parts shall become our property.
3. If we refuse the supplementary performance seriously or finally or due to unreasonable costs, the supplementary performance fails or is unreasonable for us, the Customer may demand reduction of the remuneration (reduction) or withdrawal from the contract at their option. In case of a minor violation of the contract, especially in case of minor defects, the Customer shall however not be entitled to the right of withdrawal. Unless otherwise provided in the following (paragraph 4), further claims of the Customer no matter for what legal ground (especially claims based on violation of contractual main and ancillary obligations, reimbursement of expenses except for such according to § 439 paragraph 2 *BGB*, tort as well as other tortious liability) shall be excluded. This shall especially apply to damages beyond the delivery items.
4. We shall be liable in accordance with the statutory provisions as far as the Customer asserts claims for damages based on intention or gross negligence. In case of slight negligence or culpable violation of essential contractual obligations, we shall be liable for the foreseeable, typically occurring damage. Aforementioned disclaimer shall not apply in case of violation of life, body or health as well as in the cases in which we are liable according to the Product Liability Act, and furthermore not in case of assumption of a guarantee and in case of an undertaking as to quality if a defect included by this triggers the liability. For the case of compensation of expenses, aforementioned regulations shall apply accordingly.
5. The claims for supplementary performance, damages and compensation of expenses shall become statute-barred one year after transfer of risk.
6. Further claims of the Customer against us and our representatives, employees and vicarious agents shall be excluded.

X. Final provisions

1. If any provision of these Terms and Conditions and of the corresponding agreements is or becomes invalid, the validity of the remaining provisions shall not be affected. The contracting parties undertake to agree to replace the invalid provision by a provision that comes closest to the economic purpose of the invalid provision.
2. The law of the Federal Republic of Germany shall apply.
3. Place of performance for delivery and payment shall be Rastatt.
4. Place of jurisdiction for all disputes arising from the contractual relationship shall exclusively be Rastatt for both parts.

As from: July 2023