

Purchasing General Terms & Conditions

1. Definitions

1. „Plaston“ denotes the company of the Plaston group which has included these Purchasing General Terms & Conditions in its contract.
2. „Partner“ refers to the other contracting party or parties of that contract.
3. „Merchandise“ refers to what Plaston purchases from the Partner, even when a service is purchased.

2. Purchase Orders

1. The following Purchasing General Terms & Conditions shall govern each contract under which Plaston purchases merchandise from the Partner. Where Plaston and the Partner have reached a different agreement on an issue, such different agreement shall take precedence over these Purchasing General Terms & Conditions.
2. Standard Terms and Conditions of the Partner shall apply only where they have been expressly and in writing declared to be a part of the contract. In no case shall they apply if the Partner delivers them to Plaston during the performance of the contract, such as together with merchandise or invoices; in this case, acceptance of the merchandise and payment of the invoice shall not be constructed as acceptance of the Standard Terms and Conditions of the Partner.
3. Plaston orders to purchase merchandise from the Partner (herein called „order“) which do not specify a time period for the Partner to accept the offer be binding for a period of 2 weeks after order has been sent by Plaston.
4. Should the Partner's acceptance of a Plaston order deviate from the order placed by Plaston, such acceptance shall be interpreted as a counter-offer, even if the deviation is minor, unless Plaston has been expressly alerted to the deviation and has subsequently agreed to the deviation in writing.
5. Orders, changes of orders, or other agreements shall be binding only where they have been communicated in writing. Orders communicated by special-purpose EDP, especially by Electronic Data Interchange, shall be considered written orders.

3. Drawings, other Documents, Intellectual Property

1. The Partner shall use his expertise independently, i.e. without Plaston's request, to check all drawings, calculations, specifications and other requirements sent to him by Plaston for errors and discrepancies. Should the Partner be in doubt about the possibility of an error on Plaston's part, he shall communicate his misgivings in writing to Plaston and initiate clarification on Plaston's part.
2. Drawings and their changes shall be given to Plaston in original or in copy and shall become free of charge Plaston's property.
3. In case of contracts whose subject is a technical problem and its solution, such as in case of contracts about research, development, or engineering, the resulting inventions and patent applications which have been filed or which could have been filed shall belong to Plaston, as shall other technical solutions or know-how which is not state of the art. On Plaston's demand, the partner shall claim an invention made by his employees during the performance of a Plaston contract. In this case, Plaston shall bear the associated costs within the limits laid down by applicable law.

4. Time and Place of Performance; Partial Performance

1. The delivery time set by Plaston in its order shall be binding. In case the orders does not specify any delivery time, the merchandise is to be delivered within 14 days, starting with the day when the order has been received by the Partner. The Partner shall communicate any problem he might have with the delivery without delay on learning of such problem.
2. The Partner has fulfilled his obligation to perform once the merchandise has been handed over at the place of delivery, provided the merchandise conforms to the contract and provided all necessary documents, such as certificates of origin, are included. Where no other place of performance has been agreed upon, the seat of Plaston shall be the place of performance.
3. Shipments are to be made on time, according to the date specified in the order. Plaston has the right to reject a shipment that is early or to send it back to the Partner, at the Partner's expense. Is the early shipment accepted by Plaston, then its storage at Plaston shall be at the Partner's risk and expense. In this case, payment of the invoice shall be governed by the due date (as opposed to the early shipment date).
4. Plaston shall not be obliged to accept partial or incomplete deliveries.

5. Warranty

1. The Partner warrants the merchantability of the delivered merchandise. Furthermore, the Partner warrants its fitness both for the agreed upon purpose and for Plaston's purpose which is recognizable to him.
2. In view of the Partner's quality representations, Plaston may rely on the Partner's assurances that the delivered merchandise conforms in quantity and quality to the order. Consequently, the Partner expressly waives all regulations about the buyer's obligation to examine delivered merchandise and notify the seller of any defects.
3. The Partner represents that the merchandise conforms to all laws, all administrative regulations and all rules laid down by professional associations which are in force at the

time when Plaston places the order, and to all environment, safety and worker protection rules. Specifically, the merchandise is obliged to conform to regulations „RoHS“ in general and to the EU Directive 2002/95/EG on the „*Restriction of the use of certain hazardous substances in electrical and electronic equipment*“ in particular, both for where these rules are in force in the place of delivery and of the merchandise's destination. The merchandise shall conform to all regulations about Polycyclic aromatic hydrocarbons (PAH) as well.

4. In case of a breach of warranty, Plaston shall have the right, without prejudice to other remedies available to Plaston under law, to choose between rectification, replacement, rescission, and price reduction. Because of the breach of warranty, the Partner shall get in case of rescission no remuneration for any use Plaston has had of the merchandise.

5. Without prejudice to a longer warranty period which may be available under law, the warranty period shall be at least 24 months, starting with delivery of the merchandise. This period shall be extended by the time between the delivery and the actual use of the merchandise; however, such extension shall not exceed 6 months. The warranty period for buildings or for fixed installations into buildings shall be at least 5 years, starting with the handover protocol duly signed by Plaston.

6. The Partner shall indemnify Plaston from all costs associated with product liability, provided the merchandise has been the cause of the product liability claim. On demand, the Partner shall document to Plaston that the product liability risk is sufficiently covered by insurance.

6. Remuneration and Payment

1. The following payment term shall apply: 10 days 3% discount, 30 days net.
2. Without a correct and complete invoice, claims shall not become due. In particular, it should be noted that the invoice shall contain all legally required data, with special consideration to the Value Added Tax Law where applicable. Such data shall include at least the proper designation of the invoice recipient and the correct presentation of the Value Added Tax where applicable. In addition, the Partner's invoice must quote Plaston's order number and Plaston's item number or item numbers.
3. Once the final invoice has been submitted to Plaston, the Partner may make no further belated claims for remuneration.
4. The Partner may assign claims against Plaston to third parties only after prior consent by Plaston.
5. Plaston may compensate claims of the Partner with its own claims against the partner, provided Plaston's claims are both due and undisputed.

7. Third Party Rights, Know-How, Confidential Information

1. The Partner represents that the use or sale of his merchandise by Plaston does not infringe any third-party rights. Without prejudice to the right of Plaston to demand rescission or damages in case of such an infringement, the Partner shall indemnify Plaston from all such third party claims.
2. The Partner shall not make use, neither for himself nor for third parties, of any Plaston know-how and any confidential information, which he has received from Plaston in the course of contract negotiation or contract performance, in particular of documents handed over to the Partner by Plaston. However, this obligation may be waived by Plaston in a prior written statement. The Partner shall bind his employees to the same obligations regarding confidential information.
3. Both Plaston and the Partner agree not to divulge confidential information they have received from each other to third parties. This obligation shall survive the termination of the current agreement by 5 years.
4. Documents handed over by Plaston may not be copied by the Partner without prior consent by Plaston. Upon the termination of the contract, the Partner has to return them without delay, and delete electronically recorded documents.

8. Sundry

1. The law of the country in which Plaston has its seat shall apply. It is understood the collision law of that country shall not apply, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply either.

2. Venue for disputes shall be the court of law at the seat of Plaston.

3. Should the contract be executed, in whole or in part, in several languages, the German-language version shall be the original version, other language texts shall be translations. In case none of the contract languages is German, but one is English, then the English language version shall be the original.
4. Apart from what has been concluded in writing, no oral agreements exist. Contract amendments shall not be valid unless executed in writing.
5. Should one or more contract provision(s) be or become invalid, this invalidity shall not be constructed as affecting the validity of the whole contract. The invalid provision(s) shall be replaced so that the new text is both valid and its meaning as close as possible to the meaning of the provision(s) replaced.