

# General Terms of Sale and Supply

## I. General provisions

1. These General Terms of Sale and Supply of Sale (hereafter 'Terms') apply in the member states of the European Plastics Converters Association (EuPC)\*
2. Orders only become binding with regard to type and scope of delivery after they have been confirmed by Supplier. Amendments and additions must be made in writing.
3. In the case of ongoing business relationships, these Terms shall also apply to future transactions without any explicit reference being made to them if agreed by the partners in connection with an earlier order. Should other provisions arise on the part of Purchaser or Supplier in place of these Terms, they must be expressly agreed by the partners. Should individual provisions be invalid, the remaining provisions shall remain unaffected.
4. Purchaser's purchasing conditions are only binding for Supplier if explicitly acknowledged by the latter.
5. Information given by Supplier in printed matter and its information on the properties of its products is made on the basis of current technical knowledge and experience. In view of the variety of possible influences on the application of Supplier's products that are outside its control, the user of the product is not exempted from conducting its own tests and examinations. A legally binding assurance with regard to certain properties or the suitability for a specific application cannot be deduced either expressly or implicitly.
6. Supplier reserves the right to make changes to its product range or its products at any time,

\* Austria, Belgium, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom.

## II. Prices

1. Unless otherwise agreed, prices are ex works, including packaging, and are subject to value added tax at the respective statutory rate.
2. For a minimum net merchandise value of CHF 2'000.-- shipments are carriage paid.
3. The minimum net merchandise value per order is CHF 300.--.

## III. Supply and purchase obligations

1. Delivery times begin upon receipt of all documentation required for the execution of the order and, if applicable, with the punctual supply of material and agreed advance payments.
2. Should an agreed delivery time not be met through the fault of Supplier, Purchaser shall be entitled, to the exclusion of any further claims, to demand appropriate compensation or rescission of the contract following a reasonable period of grace, provided he has given notification of the rejection of the supply when the period of grace was agreed.
3. Reasonable part deliveries and deviations of up to plus or minus ten per cent ( $\pm 10\%$ ) of the order are permissible.
4. Cases of force majeure affecting Supplier or its sub-contractors shall extend the delivery time accordingly. This also applies to intervention by the authorities, difficulties with the supply of energy and raw materials, strikes, lockouts and unforeseeable delivery problems, provided they are not attributable to Supplier. Supplier shall inform Purchaser of any such occurrence without delay.

## IV. Transfer of risk, packaging and shipping

1. Even in the case of shipments made on a carriage-paid basis, the risk is transferred to Purchaser when the goods leave Supplier's site.
2. In the case of shipment delays attributable to Purchaser, risk is transferred as soon as Purchaser has been notified that the goods are ready for shipment.
3. Unless otherwise agreed, Supplier shall select the packaging and the mode of shipment at its discretion. The goods shall be insured against damage due to breakage, transport or fire at the written request of Purchaser, who shall bear the cost.

## V. Provision of material

1. If materials are to be provided by Purchaser, they should be delivered in accordance with the agreed specification in good time at its cost and risk with a reasonable excess quantity of at least five per cent (5%).
2. If these requirements are not met, the delivery period shall be extended accordingly. Except for cases of force majeure, Purchaser shall bear the resulting additional costs, including those for the resultant interruption of production.

## VI. Retention of title

1. Deliveries are made under retention of title including the extended retention of title provided this right exists in the legislation of the respective country. Otherwise corresponding agreements shall have to be made.
2. The same applies to deliveries outside the scope of these Terms, provided retention of title or extended retention of title is legally possible in the country in which the goods are located at the time of enforcement. Otherwise Purchaser undertakes to provide Supplier with all rights stipulated under the legislation of Supplier's country to protect claims.

## VII. Liability for defects / product liability

1. Defects must be notified in writing without delay and at the latest two weeks after receipt of the shipment. In the case of hidden defects, this period is extended to one week after they have been detected but no more than six months after receipt of the goods.
2. In the case of justified claims Supplier is obliged, at its discretion, to remedy the defect or supply a replacement free of charge. Should Supplier fail to meet this obligation within a reasonable period of time, Purchaser is entitled to a reduction in the purchase price or rescission of the contract. Any further claims shall be excluded. Defective parts that have been replaced shall at the request of Supplier be returned at its expense.
3. This shall be without prejudice to the liability arising from national product liability laws.

## VIII. Terms of payment

1. All payments shall be made in the agreed currency exclusively to Supplier.
2. Payment for finished products or other services shall be made according to contract and agreements.
3. Purchaser will only be entitled to a discount if its account shows no outstanding invoiced amounts.
4. Should justified doubts arise as to Purchaser's ability to pay, all claims by Supplier shall fall due immediately. In addition Supplier is entitled to withdraw from the contract or demand compensation for non-performance following a reasonable period.
5. In the event of delayed payment, default interest will be payable at a rate of five per cent (5%) without a reminder.

## IX. Property rights

1. Purchaser is liable with regard to Supplier for the deliveries and services ordered being free from third-party property rights and exempts Supplier from all related claims and shall be liable for any damages incurred.
2. Design documents, models, etc. from Supplier shall remain the property of Supplier and may only be used or passed on with its consent. Should a delivery contract not be fulfilled due to the fault of Purchaser, Supplier is entitled to appropriate compensation for the preliminary work it has carried out.

## X. Place of performance and jurisdiction

1. The place of performance is the location of Supplier's factory.
2. At the discretion of Supplier, the place of jurisdiction is the location of Supplier's factory or the Purchaser's principle office or registered office.
3. The law of the country in which Supplier's factory is located shall apply.

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