

General Terms & Conditions of Business Online Shop

General Terms and Conditions of Business of ElringKlinger Kunststofftechnik GmbH, Etzelstraße 10,
74321 Bietigheim-Bissingen

General Terms and Conditions of Sale and Dispatch (as of September 2018)

I. General terms and conditions, offers and conclusion of contract

1. These Terms and Conditions shall only apply if the Customer is an entrepreneur according to § 14 BGB (German Civil Code). The general terms and conditions shall become an part of all contracts concluded between us and the Customer. They shall also apply if we do not explicitly refer to them in subsequent contracts. General terms and conditions of the Customer shall not be applicable, we hereby expressly object to them.

2. These General Terms and Conditions can be viewed at any time at <https://shop.elringklinger-kunststoff.de/terms-and-conditions> and can be stored and printed by the Customer in a reproducible form.

3. Our contracts with the Customer shall be made exclusively in the German or English language, in each case depending on whether the Customer makes the relevant purchase on our English language or on our German language website. Therefore, if the order is made on our German website, exclusively the German version of these General Terms and Conditions shall be relevant. If the order is made on our English website, exclusively the English version of these General Terms and Conditions shall be relevant.

II. Conclusion of Contract

1. Our offerings in the Online Shop are non-binding.

2. By placing an order in the Online Shop, the Customer makes a binding offer to purchase the relevant Product. The offer will remain open for acceptance by us for a period ending at the end of the third business day following the day of the offer.

3. The sales contract with the Customer shall not become effective until our acceptance. Without undue delay upon receipt of the order, we will send to the Customer by e-mail a confirmation of receipt, which shall not constitute an acceptance of the order. The order shall be deemed to be accepted by us either upon subsequent (e-mail) acceptance of the order or by dispatching the Product.

III. Dispatch and Packaging

1. Unless expressly otherwise agreed upon, we shall be free to determine the appropriate mode of shipment and to select the carrier at our reasonable discretion.

2. We shall only be obliged to properly and timely dispatch the Product to the carrier and shall not be responsible for any delays caused by the carrier. Any transit times specified by us shall therefore only be non-binding estimates. Notwithstanding the foregoing, if, we have agreed to carry out any assembly or

installation work at the Customer's place, we shall timely complete such work and dispatch the Product to the Customer at the time that has been contractually agreed upon.

3. We are responsible for the packaging of the Product unless otherwise agreed. Packaging costs will be charged to the Customer.

4. The dispatch period begins on conclusion of the contract. Any date of dispatch communicated by us shall be only approximate and may therefore be exceeded by up to two business days, except if a fixed date of dispatch has been agreed upon. The date of dispatch shall be such day on which the Product is handed over by us to the carrier.

5. If no items of the Product selected by the Customer are available at the time the order is placed, we shall inform the Customer of this immediately in the order confirmation. If the Product is permanently unavailable, we shall refrain from issuing a declaration of acceptance. In this case, a contract is not concluded.

6. If the Product ordered by the Customer is only temporarily unavailable, we will inform the Customer of this immediately in the order confirmation.

7. The dispatch period shall be extended in the event of force majeure, i.e. unforeseeable events beyond our control, such as in industrial disputes, in particular strikes and lockouts, as well as in the event of operational disruptions and delays in the dispatch of essential materials, insofar as such impediments affect dispatch of the Product. This shall also apply if these circumstances occur at subcontractors. The dispatch period shall be extended in accordance with the duration of such measures and impediments. The aforementioned circumstances shall also be deemed to be beyond our control if they occur during an already existing delay. The Customer shall be informed immediately of such impediments.

8. If we culpably fail to comply with the dispatch periods, we shall be deemed to be in default only if the Customer requests us to deliver again, setting a reasonable time limit. Claims for compensation for damages caused by delay shall be excluded in the event of simple negligence. If the Customer intends to rescind the contract and to assert a claim for damages in lieu of performance, the restrictions of Clause VI. no. 1.b) shall apply.

IV. Scope

1. Exclusively the written order confirmation to the Customer shall be decisive for determining the performance owed.

2. We reserve the right to make alterations to the item due to technological improvements or legal requirements, provided that the Product is not substantially altered and the alterations are reasonable for the Customer.

V. Terms of payment and set-off

1. Unless otherwise agreed, invoices shall be payable without deductions within 14 days of date of issue.

2. The Customer shall have a right to set-off only if its counterclaims have become res judicata or are undisputed. The Customer shall be authorized to exercise a right of retention only insofar as its counterclaim is based on the same contractual relationship.

VI. Warranty / Liability

1. We shall be liable for defects in Products as follows:

a) For a period of 12 months from transfer of risk, the Customer shall initially be entitled to subsequent performance (rectification of defects or replacement) at our discretion.

b) Our liability as well as that of a legal representative or a performing agent shall be limited to cases of intent or gross negligence. In the event of a breach of material contractual obligations, we shall be liable in accordance with the statutory provisions. However, any claim for damages shall be limited to damages that are typical for the contract and foreseeable at the time of the conclusion of the contract. Such provisions shall also extend to claims for damages in addition to the performance and damages in lieu of performance, on whatever legal grounds, in particular on due to defects, the breach of duties arising from an contractual obligation or from a tortious act. They shall also apply in the event of claims for reimbursement of frustrated expenditures.

c) Defects caused by natural wear and tear and incorrect assembly as well as minor divergences from the agreed quality shall, in particular, but not limited, be excluded from the warranty.

2. Claims for damages arising from tort shall be excluded, unless the damage have been caused by wilful intent or gross negligence. This shall also apply to acts by our vicarious agents and performing agents. In the event of injury to life, limb or health as well as in the event of product liability, we shall be liable in accordance with the statutory provisions.

VII. Recourse

The Customer's rights of recourse shall be deemed to apply only insofar as Customer has not entered into any agreements, with its customer, which go beyond the statutory provisions with regard to claims for defects.

VIII. Retention of title

1. We shall retain title to the Product until complete payment of all claims existing at the time of the conclusion of the contract has been made, regardless of its legal grounds.

2. In case the Customer breaches the Contract, particularly in the case of delay in payment, we shall be entitled to demand the surrender of the Product and/or to rescind the Contract.

3. The Customer shall be entitled to resell the Product in the ordinary course of business; it shall hereby assign to us all (future) claims in the amount of the purchase price agreed between us and the Customer (including value added tax) which accrue to the Customer from the resale, irrespective of whether the Product is resold without or after processing. We accept the assignment. The Customer shall be

authorized to collect these receivables after their assignment. This shall not affect our authorization to collect the receivables ourselves. However, if this is the case, we shall be entitled to demand that the Customer discloses the assigned receivables and their debtors, provides all information necessary for the collection, submit the associated documents and inform the debtors (third parties) of the assignment.

4. If the Product is processed or inseparably mixed with other objects that do not belong to us, we shall acquire co-ownership of the new object in proportion of the value of the Product to the other processed objects at the time of processing or to the other mixed objects. The Customer shall hold the co-owned object in safe custody for us.

5. The Customer may neither pledge the Product nor assign them as collateral. In the event of seizures, confiscations or other dispositions by third parties as well as in the event of of insolvency or composition proceedings against the Customer's property, the Customer shall immediately inform us thereof and provide us with all information and documents required to protect our rights. Enforcement officers or third parties shall be notified of our title.

6. We, at the Customer's request, undertake to release the collateral to which we are entitled to the extent that its value exceeds the claims to be secured by more than 20% - provided that they have not yet been settled -

IX. Place of Venue and applicable law

1. The place of venue for all disputes shall be Stuttgart/Germany. We shall also be entitled to sue the Customer at the court of its registered office.

2. Any contract concluded between us and the Customer shall be governed by the laws of the Federal Republic of Germany with exclusion of international private law/conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980 shall not apply.

X. Miscellaneous

Any assignments of the Customer's rights and obligations arising from the contract concluded with us shall require our prior written consent in order to be valid.