

Terms and Conditions of Sale and Delivery

of Schneider Kunststoffverarbeitung GmbH

Section 1 General – scope of application

- (1) All deliveries, services and quotes from Schneider Kunststoffverarbeitung GmbH take place exclusively on the basis of these General Terms and Conditions of Sale and Delivery. They are an integral element of all contracts we conclude with our contractual partners (also referred to hereinafter as “Customer” or “Ordering Party”) for the deliveries or services we offer.
They apply in their respective version as a framework agreement for all future supplies, services or quotes to the same Customer without our having to refer to them again in every individual case; in the event of changes to our Terms and Conditions of Sale and Delivery we will inform the Customer of these immediately.
- (2) Our Terms and Conditions of Sale and Delivery apply exclusively; we do not recognise terms and conditions of the Customer which conflict with or deviate from our Terms and Conditions of Sale and Delivery unless we have expressly agreed in writing to their application. Our Terms and Conditions of Sale and Delivery also apply if we execute the services or delivery to the Customer without reservation in the knowledge of the Customer’s terms and conditions which conflict with or deviate from our Terms and Conditions of Sale and Delivery.
- (3) All agreements reached between us and the Customer for the purpose of executing the contract are recorded in writing in the contract.
- (4) References to the application of statutory provisions are for the purposes of clarification only. Therefore the statutory provisions also apply without such clarification, unless they are directly modified or expressly excluded in these Terms and Conditions of Sale and Delivery.
- (5) Our Terms and Conditions of Sale and Delivery apply only in respect of entrepreneurs within the meaning of Sections 14, 310 Para. 1 of the German Civil Code (BGB).

Section 2 Written form

Insofar as these Terms and Conditions of Sale and Delivery make reference to written declarations, transmission by telecommunication is sufficient to comply with the requirements for the written form, in particular by fax or email, insofar as the duplicate of the signed declaration is transmitted.

Section 3 Quotes and conclusion of contract

- (1) Our quotes are subject to change and are non-binding unless they are expressly marked as binding. This also applies if we have entrusted the Customer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents, including in electronic form.
- (2) The Customer’s purchase order is deemed to be a binding offer of contract. Unless anything is stated otherwise in the purchase order, we are entitled to accept this offer of contract within three weeks of receipt.
- (3) Details provided by Schneider Kunststoffverarbeitung GmbH about the object of the delivery or service (e.g. weights, dimensions, serviceability, resilience, tolerances and technical data) and our representations thereof (e.g. drawings and illustrations) are only approximately applicable unless the usability for the contractually stipulated purpose requires a more precise conformity. They are not guaranteed

characteristics, but descriptions or characterisations of the delivery or service. Customary deviations or deviations which take place on the grounds of statutory provisions or represent technical improvements, and the replacement of components by equivalent parts, are permissible insofar as they do not adversely affect the usability for the contractually stipulated purpose.

- (4) Schneider Kunststoffverarbeitung GmbH retains the ownership or copyright to all quotes and cost estimates it issues, and to drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and resources made available to the Ordering Party. Without the express consent of Schneider Kunststoffverarbeitung GmbH the Ordering Party may neither make these articles as such, nor the content thereof, accessible to third parties, divulge them, use them itself or via third parties, or reproduce them. On request by Schneider Kunststoffverarbeitung GmbH the Ordering Party must return these articles to Schneider Kunststoffverarbeitung GmbH in full, and destroy any copies made if they are no longer needed by the Ordering Party in the proper course of business or if negotiations do not lead to the conclusion of a contract. This does not include the storage of electronically provided data for the purpose of normal data security.

Section 4 Prices – payment terms

- (1) The prices apply for the scope of services and supply stated in the order confirmation. Additional or special services are charged separately. Unless anything is expressly agreed otherwise in writing, our prices include packaging.
- (2) Our prices do not include the statutory VAT; this is shown separately on the invoice in the statutory amount on the day of invoicing. Our prices also do not include customs, taxes and other public levies.
- (3) The deduction of a discount requires special written agreement.
- (4) Unless stated otherwise in the order confirmation, the purchase price is due for payment
 - immediately on receipt of invoice, net (without deductions) for tooling costs and outturn samples;
 - within 10 days with 2% discount or within 30 days net (without deductions) from the date of invoice for series production products.

The statutory regulations concerning the consequences of default of payment apply.

- (5) Set-off against counterclaims of the Ordering Party or the retention of payments on account of such claims is only permitted if the counterclaims are undisputed, or have been established as having legal force, or derive from the same order under which the delivery concerned took place.
- (6) Schneider Kunststoffverarbeitung GmbH is entitled to execute or provide still outstanding deliveries or services only in return for payment in advance or the provision of security if after conclusion of the contract, circumstances become known which are likely to substantially reduce the Ordering Party's creditworthiness and due to which the payment of the outstanding claims of Schneider Kunststoffverarbeitung GmbH by the Ordering Party from the respective contractual relationship is jeopardised.

Section 5 Delivery, delivery period, default of acceptance

- (1) The commencement of the delivery period we have stated presupposes that all technical questions have been clarified.
- (2) Compliance with our delivery obligation further presupposes that the Customer has fulfilled his obligation in good time and properly. We reserve the right to the objection of non-fulfilment of contract.

- (3) If the Customer is in default of acceptance or is culpably in breach of other duties of cooperation, we are entitled to demand reimbursement of the damages we have thus incurred including any additional expenses. We reserve the right to further claims or rights.
- (4) Insofar as the requirements of Para. (3) are met, the risk of accidental loss or accidental deterioration of the purchase object shall pass to the Customer at the time at which the latter defaults on acceptance or his debts.
- (5) The occurrence of a delay in our delivery is determined in accordance with the statutory provisions, but in every case a reminder by the Customer is necessary. If we default on delivery, the Customer can request flat-rate reimbursement of the damages it has incurred due to such default. The flat-rate damages are 0.5% of the net price (delivery value) for every complete calendar week of the delay, but a maximum of 5% of the delivery value of the goods that were delivered late. We reserve the right to prove that the Customer has incurred no damages at all, or only substantially lower damages than the aforementioned flat rate.
- (6) The Customer's rights in accordance with Section 9 of these Terms and Conditions of Sale and Delivery and our statutory rights in particular in the event of the exclusion of our duty of performance (e.g. due to the impossibility or unreasonableness of the performance and/or supplementary performance) remain unaffected.

Section 6 Force majeure

- (1) Force majeure is any event outside the sphere of influence of Schneider Kunststoffverarbeitung GmbH through which the latter is fully or partially hindered in the fulfilment of its obligations.
- (2) Schneider Kunststoffverarbeitung GmbH is not liable for the impossibility of the delivery or for delays in delivery insofar as these have been caused by force majeure or other events which were unforeseeable at the time of conclusion of contract, for example epidemics or pandemics (among others also the coronavirus epidemic and similar epidemics), fire damage, floods, operational disruptions of all kinds, difficulties in obtaining materials or energy, transport delays, strikes, lawful lockouts, lack of energy or raw materials, difficulties in obtaining the necessary official permits, official measures, or non-delivery, incorrect or unpunctual delivery by suppliers, for which Schneider Kunststoffverarbeitung GmbH is not responsible.
- (3) Schneider Kunststoffverarbeitung GmbH will inform the Customer immediately of the occurrence and discontinuation of force majeure or the other events which were unforeseeable at the time of conclusion of contract, and will make every endeavour to rectify the force majeure or other events which were unforeseeable at the time of conclusion of contract, and to limit the effects of these as far as possible.
- (4) Insofar as such events substantially impede the delivery or service by Schneider Kunststoffverarbeitung GmbH or make it impossible, and the hindrance is more than merely temporary in duration, Schneider Kunststoffverarbeitung GmbH is entitled to withdraw from the contract.
- (5) In the case of hindrances that are temporary in duration, the delivery and service periods shall be extended, or the delivery and service dates shall be postponed, by the period of the hindrance plus an appropriate warm-up period.

- (6) Insofar as it is unreasonable for the Customer to accept the delivery or service as a consequence of the delay, it can withdraw from the contract by means of an immediate written declaration to Schneider Kunststoffverarbeitung GmbH.

Section 7 Transfer of risk

- (1) Unless anything is stated otherwise in the order confirmation, it is agreed that delivery and the transfer of risk are “ex works”.
- (2) If the Customer so wishes, we will cover the delivery by means of a transport insurance policy; the Customer shall bear the costs thus incurred.
- (3) The Customer bears the storage costs after the transfer of risk. The amount of the storage costs shall in each case be agreed separately between the contracting parties.

Section 8 Claims for defects

- (1) The basis for our liability for defects is above all the agreement made about the condition of the article. All the product descriptions that are the subject matter of the individual contract are deemed to be an agreement about the condition of the article; it makes no difference whether the product description originates from the Customer or from us. Insofar as the condition of the article was not agreed, there shall be an assessment of whether there is a defect or not in accordance with the statutory regulations (Section 434 Para. 1 Sections 2 and 3 BGB).
- (2) Claims by the Customer for defects presuppose that the Customer has properly complied with his obligations of examination and notification of defects in accordance with Sections 377, 381 of the Commercial Code (HGB).
- (3) Insofar as the article has a defect, we can initially choose whether we render supplementary performance by rectifying the defect (remediation) or by supplying an article which is free from defects (replacement delivery). Our right to refuse supplementary performance under the statutory requirements remains unaffected.
- (4) We are entitled to make the supplementary performance due from us dependent on the Customer paying the price that is due for payment. However the Customer is entitled to retain a portion of the price that is appropriate in relation to the defect.
- (5) The Customer must give us the necessary time and opportunity for the supplementary performance that is due from us, in particular by handing over the article about which the complaint has been made for inspection purposes. In the case of replacement delivery, the Customer must hand the defective articles back to us in accordance with the statutory provisions.
- (6) We will bear the expenses necessary for the purposes of inspection and supplementary performance, in particular the transport, road, labour and material costs, if there is actually a defect. If however a request by the Customer for the rectification of defects turns out to be unjustified, we can request reimbursement by the Customer of the costs arising from this.
- (7) Claims by the Customer for damages or the reimbursement of expenses incurred in vain exist only in accordance with Point 9 and are otherwise excluded.
- (8) The limitation period for claims for defects is 12 months, calculated from the transfer of risk. If an acceptance has been agreed, the limitation period commences with such acceptance.
- (9) The limitation period in respect of statutory special regulations in the event of fraud by the seller (Section 438 Para. (3) BGB) and for claims for recourse against the supplier in the event of delivery to a consumer (Section 479 BGB) remain unaffected.

Section 9 Other liability

- (1) We shall be liable in accordance with the statutory provisions if the Customer asserts claims for compensation that are based on intent or gross negligence, including intent or gross negligence by our representatives or vicarious agents. Insofar as we are not accused of any intentional breach of contract, the liability for compensation shall

be limited to the foreseeable damages that typically occur.

- (2) We shall be liable in accordance with the statutory provisions if we are culpably in breach of a material contractual duty (an obligation the fulfilment of which makes the proper execution of the contract possible at all, and on compliance with which the contractual partner regularly relies and may rely); but in this case too, the liability for compensation shall be limited to the foreseeable damages that typically occur.
- (3) The liability for damages arising out of death, injury to body or health remains unaffected; this also applies to guaranteed characteristics of the article and the mandatory liability in accordance with the Product Liability Act (Produkthaftungsgesetz).
- (4) If nothing is agreed otherwise above, liability is excluded.
- (5) The limitation in accordance with paragraph (4) also applies if instead of compensation for damages, the Customer requests compensation for the wasted expenditure.
- (6) Insofar as liability by us for compensation is excluded or limited, this also applies in respect of the personal liability for compensation of our employees, workers, personnel, representatives and vicarious agents.

Section 10 Retention of title

- (1) We retain ownership of the goods until all payments from the supply contract have been received. If the Customer acts in breach of contract, in particular in the event of default of payment, we are entitled to repossess the goods. Our repossession of the goods amounts to withdrawal from the contract. After repossessing the goods we are authorised to sell them; the proceeds of such sale (minus appropriate costs of sale) shall be set off against the Customer's liabilities.
- (2) In the event of seizure or other interventions by third parties, the Customer must inform us immediately in writing so that we can take legal action pursuant to Section 771 of the Code of Civil Procedure (ZPO). If the third party is unable to reimburse us for the judicial and extra-judicial costs pursuant to Section 771 ZPO, the Customer shall be liable for the loss we have incurred.

Section 11 Moulds and tools

- (1) Moulds and tools which we have produced pass into the Customer's ownership after receipt of payment.
- (2) We keep such moulds and tools and look after them carefully.
- (3) Our duty of retention expires 3 years after the last order from the Customer. In this case we will inform the Customer and scrap the moulds and tools unless the customer objects.
- (4) The Customer bears the costs of insurance for moulds and tools.

Section 12 Property rights

The Customer guarantees that the contractual products it has ordered are free from third-party property rights. The Customer shall indemnify us against any claims asserted by third parties in this respect and shall pay corresponding compensation.

Section 13 Place of jurisdiction, place of performance, concluding provisions

- (1) If the Customer is a merchant, Munich is the place of jurisdiction, but we are entitled also to take legal action against the Customer at his local court. Mandatory legal regulations on exclusive places of jurisdiction remain unaffected by this provision.
- (2) The law of the Federal Republic of Germany applies; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.

- (3) Munich is the place of performance, unless anything is stated otherwise in the order confirmation.
- (4) If these General Terms and Conditions of Delivery contain loopholes, to fill such loopholes it shall be deemed to be agreed that such legally effective provisions shall apply as the contractual partners would have agreed in accordance with the economic objectives of the contract and for the purpose of these General Terms and Conditions of Delivery if they had known of the loophole.

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