

General terms and conditions of
of Aldoplastic GmbH & Co. KG
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§ 1 Scope

(1) The following terms and conditions of sale apply to all contracts concluded between the customer and us for the delivery of goods. They shall also apply to all future business relations, even if they are not expressly agreed again. Deviating terms and conditions of the customer which we do not expressly recognise are not binding for us, even if we do not expressly object to them. The following terms and conditions of sale shall also apply if we execute the customer's order without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

(2) All agreements made between the customer and us for the execution of the customer's orders are set down in writing in the contracts.

§ 2 Offer and conclusion of contract

(1) We can accept an order from the customer, which is to be qualified as an offer to conclude a contract, within two weeks by sending an order confirmation or by sending the ordered products within the same period.

(2) Our offers are subject to change and non-binding unless we have expressly designated them as binding.

(3) If, after conclusion of the contract, facts become known which objectively call into question the creditworthiness of the customer and the fulfilment of our own claims against the customer, we are entitled to demand advance payment. If this is refused, we may withdraw from the contract to the exclusion of claims for compensation.

(4) Changes in raw material purchase prices or wages occurring between the placing of the order and the final processing of the order shall entitle us to make corresponding price adjustments.

(5) We reserve our property rights, copyrights and other industrial property rights to all illustrations, calculations, drawings and other documents. The customer may only pass these on to third parties with our written consent, irrespective of whether we have marked them as confidential.

(6) If we have to deliver according to the customer's drawings, models or samples, the customer shall be responsible for ensuring that the industrial property rights of third parties are not infringed thereby. He shall indemnify us against claims of third parties. If we are prohibited from manufacturing or delivering by a third party with reference to an industrial property right belonging to him, we are entitled - without examining the legal situation - to stop the work and to demand compensation for the costs incurred. Drawings and samples provided to us will be returned on request; otherwise we are entitled to destroy them 3 months after submission of the offer.

§ 3 Payment

(1) Our prices are ex works without packaging unless otherwise specified in the order confirmation. Our prices do not include the statutory value added tax. We will show this separately in the invoice at the statutory rate on the day of invoicing.

(2) A cash discount deduction is only permissible in the event of a special agreement between us and the customer. The purchase price is due for payment net (without deduction) immediately upon receipt of the invoice by the customer, insofar as no other term of payment results from the order confirmation. A payment shall only be deemed to have been made when we can dispose of the amount. In the case of acceptances, which we reserve the right to accept on a case-by-case basis and which are in any case only accepted on account of payment, the discount is to be reimbursed immediately by the customer in cash. The customer acknowledges that cash payments, bank transfers or cheque payments made against a bill of exchange issued by us and accepted by him shall always be deemed to be payment only when the bill of exchange has been honoured by the drawee and we as the drawer have been released from liability for the bill of exchange, so that security rights from agreed reservations of title shall remain in our favour at least until the bill of exchange has been honoured.

(3) If the customer defaults on payment or if a bill of exchange or cheque is protested, all our claims for deliveries already made shall become due. This shall also apply if the customer does not honour bills of exchange or cheques given to other suppliers in due time.

(4) In the event of default in payment, we shall be entitled to make the delivery of outstanding orders dependent on advance payment by the customer in cash until all claims, including accrued default interest and costs, have been settled in full. In this case, the customer may demand the return of bills of exchange given to us after advance payment has been made. The customer agrees that, even after full settlement of the claim, future orders will be processed exclusively against advance payment for a period of time at our discretion.

(5) In the event of default in payment by the customer, interest on arrears will be charged at a rate of 8 percentage points p.a. above the base interest rate applicable at the time. We reserve the right to prove and assert higher damages caused by default.

§ 4 Offsetting and right of retention

The customer is only entitled to set-off, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or recognised by us. The customer is only entitled to exercise a right of retention, in particular in accordance with § 369 of the German Commercial Code (HGB), if his counterclaim is based on the same contractual relationship and has been legally established or recognised by us.

§ 5 Delivery

- (1) Delivery periods shall only be binding if they have been expressly confirmed by us as binding.
- (2) The delivery period shall not commence until the customer has duly and punctually fulfilled all obligations incumbent upon him. The delivery period shall be deemed to have been met if the goods have left the factory or the warehouse within the period. If dispatch or collection is delayed for reasons for which we are not responsible, the deadline shall be deemed to have been met upon notification of readiness for dispatch within the deadline.
- (3) If the non-observance of the deadline is demonstrably due to mobilisation, war, riot, strike, lockout, incorrect or untimely delivery by suppliers or the occurrence of other unforeseen events which are beyond our control or that of our supplier, the delivery deadline shall be extended accordingly. If delivery becomes impossible or unreasonable for us due to the hindrance, we may withdraw from the contract; the customer has the same right if acceptance is unreasonable for him due to the delay. The right of withdrawal shall in principle only extend to the part of the contract not yet fulfilled.
- (4) Claims for damages which the customer also suffers from a delayed delivery, in particular also those from culpable breach of contract, negligently committed tort and for consequential damages are excluded. This does not apply insofar as in cases of intent or gross negligence, in the case of warranties or in the case of breach of material contractual obligations through simple negligence, liability is mandatory for damages foreseeable at the time of conclusion of the contract for legal reasons.
- (5) Otherwise, in the event of a delay in delivery for which we are responsible, the customer may claim lump-sum compensation amounting to 0.5% of the delivery value for each full week of the delay, up to a maximum of 3% of the delivery value. In the case of partial deliveries already made on time, the relevant delivery value shall refer to the part of the order for which delivery delay has occurred.
- (6) The customer's further statutory claims and rights to which it is entitled in addition to the claim for damages due to a delay in delivery for which we are responsible remain unaffected.
- (7) We are entitled to make partial deliveries and partial performance at any time, insofar as this is reasonable for the customer.

§ 6 Transfer of risk, shipping/packaging, observance of storage and processing instructions

- (1) Loading and dispatch of the goods shall take place uninsured at the risk of the customer even in the case of freight paid delivery. The freight is to be presented by the recipient free of discount and will be credited after presentation of the receipts. Freight and customs increases, transfer, siding and unloading charges, etc. shall be borne by the customer.
- (2) Rolls are invoiced including packaging. Tubes are part of the net weight and will not be taken back. For paper, rolls are charged including packaging. Wooden frame packing, seaworthy bale packing and barrel packing shall be invoiced according to special agreement. Instead of our product, products manufactured elsewhere can be delivered in the closed quantities at the agreed prices and conditions.
- (3) If dispatch is delayed at the request or through the fault of the customer, we shall store the goods at the expense and risk of the customer. In this case, notification of readiness for dispatch is equivalent to dispatch.

(4) At the request and expense of the customer, we will insure the delivery with transport insurance.

(5) The customer undertakes to strictly observe our storage and processing instructions for film products, with which all pallets delivered from us are provided in duplicate. We shall not be liable for any damage resulting from the customer's failure to observe these instructions.

§ 7 Warranty, liability

(1) Claims for defects on the part of the customer shall only exist if the customer has properly fulfilled its obligations to inspect and give notice of defects pursuant to §§ 377 f. HGB (German Commercial Code) have been duly fulfilled. These obligations shall also apply if reference samples have been sent. The inspection slips enclosed with the rolls, cartons, bales or rings are to be sent in with complaints. Defects must be reported in writing by the customer no later than 8 days after receipt of the goods. Defects which cannot be discovered within this period even after careful inspection shall be notified in writing immediately after their discovery. Defects that can be detected by tear tests, sewing tests, sweat tests or colouring tests are not considered to be hidden.

(2) Insignificant, customary or technically conditioned and unavoidable deviations in quality, colour, print design, width, quantity, weight, equipment and the like do not constitute a defect. This applies in particular in the case of under- or overruns of the delivery quantity if the deviation does not exceed $\pm 15\%$; in the case of deviations in the film thickness if this does not exceed $\pm 15\%$; in the case of deviations in the dimensions of the tubes or bags if the deviation does not exceed $\pm 5\%$. In the case of ready-made or printed goods, a reject rate of 4% is customary in the trade and does not entitle the customer to give notice of defects. In the case of print orders, colour and register variations that are technically possible can only be objected to if they are significant. If plastic products are printed, the customer can only make the demands on the adhesion of the printing inks which are usual for polyethylene products. The suitability of the films and the articles manufactured from them for certain purposes of the customer or his customers is not the subject of the agreement on the quality of the ordered goods; the same applies to the suitability for filling, unless we give a corresponding assurance. Due to certain properties of the polyethylene, a slight sticking of the tubes, foils or bags may occur without any material defects being present, especially if the goods have been stored for too long in a packaged state or in damp rooms. This phenomenon cannot be objected to.

(3) Insofar as there is a defect in the goods for which we are responsible, we are obliged to provide supplementary performance to the exclusion of the customer's rights to withdraw from the contract or to reduce the purchase price (reduction), unless we are entitled to refuse supplementary performance on the basis of the statutory regulations. The customer shall grant a reasonable period of time for subsequent performance. Subsequent performance may be effected, at our discretion, by remedying the defect (rectification) or by delivery of new goods. In the event of rectification of the defect, we shall bear the necessary expenses insofar as these are not increased because the subject matter of the contract is located at a place other than the place of performance. If the subsequent performance has failed, the customer may, at his discretion, demand a reduction of the purchase price or declare his withdrawal from the contract. The remedy shall be deemed to have failed after the second unsuccessful attempt, unless further attempts to remedy the defect are reasonable and acceptable to the customer on the basis of the subject matter of the contract. The customer's right to assert further claims for damages under the following conditions shall remain unaffected.

(4) The customer's warranty claims shall become statute-barred one year after delivery of the goods to the customer, unless we have fraudulently concealed the defect; in this case the statutory provisions shall apply.

(5) We shall be liable without limitation in accordance with the statutory provisions for damage to life, limb and health caused by a negligent or intentional breach of duty by us, our legal representatives or our vicarious agents, as well as for damage covered by liability under the Product Liability Act. For damages covered by sentence 1 and based on intentional or grossly negligent breaches of contract as well as fraudulent intent by us, our legal representatives or our vicarious agents, we shall be liable in accordance with the statutory provisions. In this case, however, the liability for damages shall be limited to the typically occurring damage foreseeable at the time of the conclusion of the contract, unless we, our legal representatives or our vicarious agents have acted intentionally. To the extent that we have given a quality and/or durability guarantee with regard to the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damage based on the lack of the guaranteed quality or durability, but which does not occur directly to the goods, if the risk of such damage is obviously covered by the quality and durability guarantee.

(6) We shall also be liable for damage caused by simple negligence, insofar as the negligence relates to the breach of such contractual obligations, compliance with which is of particular importance for the achievement of the purpose of the contract (cardinal obligations). However, we shall only be liable insofar as the damage is typically associated with the contract and is foreseeable.

(7) Any further liability shall be excluded irrespective of the legal nature of the asserted claim; this shall also apply in particular to tort claims or claims for reimbursement of futile expenses in lieu of performance; this shall not affect paras. 3 and 4. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

(8) Claims for damages by the customer due to a defect shall become statute-barred after one year, irrespective of the legal grounds.

(9) The limitation period pursuant to paragraph 8 shall also apply to other claims for damages against us, irrespective of their legal basis. They shall also apply insofar as the claims are not related to a defect. The above limitation periods shall apply subject to the following proviso: The limitation periods shall generally not apply in the event of intent. The limitation periods in paragraphs 8 and 9 shall also not apply if we have fraudulently concealed the defect. In addition, the limitation periods shall not apply to claims for damages in cases of injury to life, limb, health or freedom, in the case of claims under the Product Liability Act, in the case of a grossly negligent breach of duty or in the case of a culpable breach of material contractual obligations.

(10) The limitation period for all claims for damages shall commence upon delivery.

(11) Insofar as this provision refers to claims for damages, it also includes claims for reimbursement of futile expenses.

(12) Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, the suspension of expiry, the suspension and the recommencement of periods shall remain unaffected.

§ 8 Retention of title

(1) The delivered goods (reserved goods) shall remain our property until all claims, including all current account balance claims, to which we are entitled against the customer now or in the future have been settled. In the event of a breach of contract by the customer, e.g. default in payment, we shall be entitled to take back the goods subject to retention of title after having set a reasonable deadline. If we take back the reserved goods, this shall constitute a withdrawal from the contract. If we seize the reserved goods, this shall constitute a withdrawal from the contract. We are entitled to realise the goods subject to retention of title after taking them back. After deduction of a reasonable amount for the costs of realisation, the proceeds of realisation shall be set off against the amounts owed to us by the customer.

(2) The customer shall treat the reserved goods with care and insure them adequately at their replacement value against fire, water and theft at his own expense. Furthermore, the goods must be stored properly and in accordance with our storage instructions, cf. § 6 para. 5.

(3) The customer is entitled to sell and/or use the goods subject to retention of title properly in the course of business as long as he is not in default of payment. Pledges or transfers of ownership by way of security are not permitted. The claims arising from the resale or any other legal ground (insurance, tort) with regard to the goods subject to retention of title Claims (including all balance claims from current account) are already now assigned to us by the customer in full by way of security; we hereby accept the assignment. We revocably authorise the customer to collect the claims assigned to us for his account in his own name. The direct debit authorisation can be revoked at any time if the customer does not properly fulfil his payment obligations. The customer is also not authorised to assign these claims for the purpose of collecting claims by way of factoring, unless the obligation of the factor is simultaneously established to effect the counter-performance in the amount of the claims directly to us for as long as we still have claims against the customer.

(4) Any processing or transformation of the reserved goods by the customer shall in any case be carried out for us. If the goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including VAT) to the other processed items at the time of processing. The same shall apply to the new item created by processing as to the reserved goods. In the event of inseparable mixing of the reserved goods with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other mixed items at the time of mixing. If the customer's item is to be regarded as the main item as a result of the mixing, the customer and we agree that the customer shall transfer co-ownership of this item to us on a pro rata basis; we hereby accept the transfer. The customer shall keep our sole or co-ownership of an item thus created in safe custody for us.

(5) In the event of access by third parties to goods subject to retention of title, in particular seizures, the customer shall point out our ownership and notify us immediately so that we can enforce our ownership rights. Insofar as the third party is not in a position to reimburse us for the court or out-of-court costs incurred in this connection, the customer shall be liable for this.

(6) In the event of cessation of payments or opening of insolvency proceedings, the customer shall no longer be authorised to collect claims assigned by way of security. The customer is obliged to provide us with information on the existence and the amount of the claims assigned to us by way of security and the names of the debtors on request (in particular by sending lists of operating records and addresses) or to allow a person authorised by us to inspect the relevant accounting

documents. In the event of default in payment, the customer must provide us with information on request within 3 days about the stock of goods owned by us and ensure that these goods are not further processed or sold. If the customer's customers have made payment directly to us after disclosure of the assignment as security, the payments exceeding the coverage of our claims shall be returned to the customer.

(7) We are obliged to release the securities to which we are entitled insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is incumbent on us.

§ 9 Place of performance, place of jurisdiction, applicable law

(1) The place of performance and place of jurisdiction for deliveries and payments (including actions on cheques and bills of exchange) as well as all disputes arising between us and the customer from the contracts concluded between us and the customer is Langerwehe. However, we are also entitled to sue the customer at his place of residence and/or business. (2) The relations between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention) is excluded.