

I. Scope of application / form

1. All deliveries, services and offers of Plast-Control GmbH (hereinafter referred to as Plast-Control) are made exclusively on the basis of these General Terms and Conditions of Sale and Delivery (hereinafter referred to as GTCS). These are an integral part of all contracts which Plast-Control concludes with its contractual partners for the deliveries or services it offers. They shall also apply - in their current version - to all future deliveries, services or offers to the buyer, even if they are not separately agreed again.
2. Notwithstanding the above paragraph 1 of this clause I.1, these General Terms and Conditions of Sale and Delivery shall not apply to contracts between Plast-Control and consumers within the meaning of § 13 BGB German Civil Code.
3. General terms and conditions of the buyer shall not apply to the supply relationship unless Plast-Control has expressly agreed to their validity in writing. Plast-Control's General Terms and Conditions of Sale and Delivery shall also apply if Plast-Control carries out the delivery to the buyer without reservation in the knowledge that the buyer's terms and conditions conflict with or deviate from Plast-Control's General Terms and Conditions of Sale and Delivery.
4. Legally relevant declarations and notifications by the buyer in relation to the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimisation of the declaring party, shall remain unaffected.

II. Conclusion of contract and object of delivery

1. All offers from Plast-Control are subject to change and non-binding, unless they are expressly labelled as binding or contain a specific acceptance period.
2. A binding contract shall only come into existence with a written order confirmation from Plast-Control. The buyer is bound to his order for a period of four weeks.
3. The written order confirmation, including these General Terms and Conditions of Sale and Delivery, is solely authoritative for the legal relationship between Plast-Control and the buyer. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Collateral agreements or amendments must be confirmed in writing by Plast-Control in order to be valid. Verbal promises made by Plast-Control prior to the conclusion of this contract are not legally binding and verbal agreements between the contracting parties are replaced by the written order confirmation, unless expressly agreed otherwise between the contracting parties.
4. Quality agreements between the contracting parties are conclusive and take precedence over any objective requirements for the delivery items. Deviating specifications and qualities shall become part of the purchase contract. Specification and quality details in brochures or outside the purchase contract do not constitute an "agreement to the contrary".
5. Unless otherwise agreed in writing by the contracting parties, Plast-Control shall not be obliged to update the hardware and software elements connected to or provided with the delivery item.
6. Plast-Control reserves the right to make changes to the design and shape of the delivery item, unless (i) the delivery item is significantly changed and the changes are unreasonable for the buyer or (ii) the binding nature of information provided by Plast-Control on the subject of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances, technical data) and representations thereof (e.g. drawings, illustrations)

- have been expressly agreed with the buyer as binding. The aforementioned information from Plast-Control on the object of the delivery or service and the representations relating thereto are neither guaranteed, nor do they represent a description of the target quality without the express written agreement of Plast-Control. In the absence of any other written commitment by Plast-Control, these are merely non-binding descriptions or labelling of the delivery or service, from which deviations are permissible in accordance with the first sentence of this Clause 6. In the event that the target quality of the delivery or service has been bindingly agreed with the buyer, changes by Plast-Control shall remain permissible insofar as they are made on the basis of mandatory legal regulations and are reasonable for the buyer. In the event of unreasonableness, the buyer has the right to withdraw from the contract. Further claims are excluded.
7. Plast-Control retains all rights, in particular ownership and copyright, to all documents, software, drawings, illustrations, specifications, samples etc. provided to the buyer. The buyer may only use these for the contractually intended purpose. They must be treated as strictly confidential and may not be made accessible to third parties without the prior written consent of Plast-Control.
 8. Transactions that are not concluded by Plast-Control's authorised representative bodies require the approval of the authorised sales representative or the managing directors of Plast-Control in order to be effective.

III. Prices and payment

1. The prices shall apply to the scope of services and delivery listed in Plast-Control's order confirmations. Any additional or special services shall be invoiced separately. Unless the parties expressly agree otherwise, the prices - in accordance with the Incoterms[®] issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract - are in Euro EXW (Incoterms 2020) plus packaging and statutory VAT. Any customs duties, taxes, fees or similar charges, insofar as they are to be borne by Plast-Control, shall be charged separately.
2. If, after submission of the offer by Plast-Control, after order confirmation or conclusion of a framework agreement with a fixed price agreement by Plast-Control, significant cost factors such as in particular prices for purchased components, energy, labour, transport or insurance costs change significantly (i.e. by at least 10%), Plast-Control shall be entitled to increase the prices appropriately, taking into account the interests of the buyer, in particular with regard to any obligations already entered into by the buyer to continue delivery of the goods at a certain price.
3. Invoice amounts are to be paid upon receipt of the invoice by the buyer, in cash without any deductions, free to Plast-Control's paying agent, unless expressly agreed otherwise in writing. In the latter case, receipt of payment by Plast-Control shall be decisive for the timeliness of payment.
4. If the buyer fails to pay by the due date, the outstanding amounts shall bear interest at 5% p.a. from the due date; in the event of default in payment, the buyer shall pay Plast-Control default interest of 9 percentage points above the base rate. Plast-Control reserves the right to prove that it has incurred higher damages as a result of the delay in payment. Plast-Control is also entitled to payment of a lump sum of 40€ in accordance with the provisions of § 288 Para. 5 BGB German Civil Code.
5. The buyer shall only be entitled to offset if his counterclaims have been legally established, are undisputed or have been recognised by Plast-Control. Furthermore, he is only authorised to exercise a right of retention to the extent that his counterclaim is due and is based on the same contractual relationship.

General Terms and Conditions of Sale and Delivery

6. Plast-Control is entitled to carry out outstanding deliveries only against advance payment or provision of security if circumstances become known which are likely to significantly reduce the creditworthiness of the buyer and which, at the dutiful discretion of Plast-Control, jeopardise the payment of Plast-Control's outstanding claims by the buyer from the respective contractual relationship, including those from other individual orders to which the same framework agreement applies.
7. In the event of default of payment by the buyer, we shall be entitled to withdraw from the contract in accordance with the statutory provisions.
8. Unless expressly agreed otherwise with the buyer, all payments are to be made in € (Euro) and exclusively to Plast-Control.

IV. Delivery and delivery time

1. The order confirmation from Plast-Control shall be decisive for the delivery periods, insofar as a fixed period or a fixed date is expressly promised or agreed therein. Deadlines and dates otherwise promised by Plast-Control are always only approximate. The delivery period shall not commence before the provision of any documents, authorisations and approvals to be procured by the buyer and before receipt of any agreed down payment. The delivery deadline shall be deemed to have been met if the goods have been made available by Plast-Control at its own plant and readiness for despatch has been notified to the buyer by the time the deadline expires.
2. Reasonable partial deliveries to a reasonable extent are permissible if such a delivery can be used by the buyer within the scope of the contractual purpose, the delivery of the remaining goods is ensured and the buyer does not incur any additional costs or considerable additional work as a result.
3. If dispatch or delivery is delayed at the request of the buyer or for other reasons for which the buyer is responsible after notification of readiness for dispatch, Plast-Control may charge the buyer a storage fee of 1% of the net price of the delivery item for each month or part thereof, up to a maximum of 5% of the net price. The contracting parties are at liberty to prove higher or lower damages caused by the delay.
4. Plast-Control's obligation to deliver is subject to the reservation of timely and correct self-delivery within the framework of congruent cover, insofar as Plast-Control is not responsible for the delayed and incorrect self-delivery. Any consideration already provided by the buyer shall be refunded to the buyer in the event of non-availability of the service through no fault of Plast-Control.
5. If Plast-Control is unable to make a delivery, the buyer is entitled to withdraw from the contract in accordance with the statutory provisions. If Plast-Control is in default with a delivery, the customer may withdraw from the contract after the fruitless expiry of a reasonable grace period for delivery of at least 60 days. The grace period must be set in text form. Plast-Control shall only be liable for damages in the event of default or impossibility of performance in accordance with the provisions of Section VIII. of these General Terms and Conditions of Sale and Delivery.
6. Events of force majeure shall entitle Plast-Control to postpone the delivery for the duration of the hindrance and a reasonable start-up time, or to withdraw from the contract in whole or in part due to the part not yet fulfilled. **Force majeure also includes, in particular, strikes, lockouts, commercial currency policy or comparable other sovereign measures, political unrest, war events and epidemics (including epidemics and pandemics, insofar as a risk level of at least "moderate" has been defined by the Robert Koch Institute) or unforeseen circumstances, such as, for example, operational disruptions (e.g., the loss of a production site), such as operational disruptions (e.g. fire, machine breakdown, shortage of raw materials or energy, cyber attacks), obstruction of transport routes, import/customs clearance delays,** which make it

impossible for Plast-Control to deliver on time despite reasonable efforts. This also applies if the aforementioned hindrances occur during a delay or at a subcontractor. Plast-Control shall notify the buyer immediately if a case of force majeure within the meaning of this Section IV. 6 occurs. The buyer may request Plast-Control to declare within six weeks whether Plast-Control will withdraw from the contract in whole or in part for the part of the contract not yet fulfilled or will deliver within a reasonable period of grace. If Plast-Control does not respond within the period set by the buyer, the buyer may withdraw from the unfulfilled part of the contract.

V. Packaging, dispatch, transfer of risk and acceptance of the goods by the buyer

1. Unless expressly agreed otherwise, Plast-Control shall choose the type of packaging at its own discretion. Unless otherwise agreed, Plast-Control is not obliged to take back packaging materials from the buyer.
2. The risk shall pass to the buyer at the latest as soon as the delivery item has been handed over to the transport person named by the buyer. This also applies to deliveries made by employees of Plast-Control, to deliveries made carriage paid and without packaging and in cases in which assembly, installation or other services are undertaken by Plast-Control. This also applies in the case of partial deliveries. In addition, the buyer shall be in default of acceptance if Plast-Control has informed him that the goods are ready for dispatch, but the buyer refuses to accept the goods on the specified date or does not collect the goods on the specified date or does not have them collected by a carrier.
3. If the buyer is in default of acceptance or violates other obligations to cooperate, Plast-Control shall be entitled to demand compensation from the buyer for the damage incurred as a result, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the delivery item shall also pass to the buyer. After the setting and fruitless expiry of a reasonable deadline, Plast-Control shall also be entitled to dispose of the delivery item elsewhere and to supply the buyer within a reasonably extended deadline.
4. The delivery item shall only be insured against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the buyer and at his expense.
5. Delivered items, even if they have insignificant defects, must be accepted by the buyer without prejudice to its rights under Clause VII. of these General Terms and Conditions of Sale and Delivery and must not be returned before the buyer is authorised to withdraw from the contract in accordance with Clause VII. 3.

VI. Retention of title

1. Plast-Control retains title to the delivery item until all claims against the buyer arising from the business relationship (reserved goods) have been fulfilled, in particular also any balance claims to which Plast-Control is entitled within the framework of the business relationship (so-called balance reservation) and those claims which are unilaterally established by the insolvency administrator by way of fulfilment election. The above shall apply accordingly to future and conditional claims (e.g. from acceptor's bills of exchange) and if payments are made on specially designated claims. The reservation of balance shall expire upon settlement of all claims still outstanding at the time of payment and covered by the reservation of balance.
2. In the event of default in payment or non-payment of a bill of exchange despite the due date or in the event that it becomes apparent after conclusion of the contract that Plast-Control's claim for payment arising from the contract or from the business relationship is jeopardised on the

basis of the buyer's inability to perform, Plast-Control shall be entitled to take back the reserved goods. For this purpose, Plast-Control is authorised to enter the buyer's premises if necessary. Taking back the goods does not constitute cancellation of the contract. Mandatory provisions of the Insolvency Code remain unaffected by this.

3. If Plast-Control withdraws from the contract due to breach of contract by the buyer, in particular due to late payment, the buyer shall bear all costs of repossession of the delivery item. In the event of seizure or other interventions by third parties, the buyer must notify Plast-Control immediately in writing and provide all necessary information and inform the third party immediately of the existing ownership situation. The buyer may not pledge the delivery item or assign it as security. The buyer is obliged to treat the delivery item with care; in particular, he is obliged to insure it at his own expense against fire, water damage and theft to an adequate extent at replacement value.
4. The buyer is obliged to carry out any necessary maintenance and inspection work at his own expense and in good time (i.e. in particular at the intervals specified for the product concerned).
5. The buyer is entitled to resell the delivery item in the ordinary course of business. The buyer hereby assigns to Plast-Control the claims arising from the resale of the reserved goods together with all ancillary rights, in particular all securities which the buyer acquires for the claim, irrespective of whether the reserved goods are resold without or after processing. If the reserved goods are sold by the buyer together with other goods not sold to the buyer by Plast-Control, the assignment of the claim to Plast-Control shall be in the ratio of the invoice value of the reserved goods to the invoice value of the goods purchased elsewhere and resold together.

Even after this assignment, the buyer is authorised to collect the resale claims. This authorisation shall expire at the latest in the event of default of payment by the buyer, in the event of non-payment of a bill of exchange and in the event of an application by the buyer for the opening of insolvency proceedings against its assets. Furthermore, the collection authorisation shall expire in the event of revocation by Plast-Control. Plast-Control will only make use of a revocation of the collection authorisation if it becomes apparent after conclusion of the contract that Plast-Control's payment claims arising from the business relationship with the buyer are jeopardised by the buyer's inability to pay. Plast-Control may demand that the buyer informs it of the assigned claims and debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.

6. The buyer shall not be entitled to assign resale claims to third parties, unless this assignment of claims takes place within the framework of genuine factoring and the factoring proceeds exceed the value of the claim secured by Plast-Control. Plast-Control must be notified of any intended assignment in this context. When the factoring proceeds are credited, Plast-Control's claim shall become due immediately.
7. Plast-Control is obliged to release the securities to which it is entitled at the request of the buyer if their realisable value, taking into account customary bank valuation discounts, exceeds the claim to be secured by more than 20%. This shall be based on the purchase prices for goods and the nominal value of receivables.

VII. Warranty

1. The statutory provisions shall apply to the buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the special statutory provisions on the reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327 (5), 327u BGB German Civil Code) shall remain unaffected, unless equivalent compensation has been agreed, e.g. as part of a quality assurance agreement.
2. The basis of Plast-Control's liability for defects is above all the agreement made regarding the quality and the intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by Plast-Control (in particular in catalogues or on the Internet homepage) at the time the contract was concluded are deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it is to be assessed in accordance with the statutory regulation whether a defect exists or not (§ 434 Para. 3 BGB German Civil Code). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the labelling of the goods, shall take precedence over statements made by other third parties.
3. In the case of goods with digital elements or other digital content, Plast-Control shall only be liable for the provision and, if applicable, updating of the digital content insofar as this is expressly stated in a quality agreement in accordance with Paragraph 2. No liability is accepted for public statements made by the manufacturer or other third parties.
4. Plast-Control shall not be liable for defects which the buyer is aware of or is grossly negligent in not being aware of when the contract is concluded (§ 442 BGB German Civil Code). Any delivery of used items agreed with the buyer in individual cases shall be subject to the exclusion of any warranty for material defects.
- 5.a. Claims for defects on the part of the buyer are also fundamentally subject to the buyer having properly fulfilled its statutory obligations to inspect and give notice of defects. Each delivery item must be carefully inspected immediately after acceptance by the buyer or by a third party designated by the buyer. With regard to obvious defects or other defects which would have been recognisable during an immediate careful inspection, the delivery items shall be deemed to have been approved by the buyer if Plast-Control does not receive a written notification of defects within five working days of acceptance. With regard to other defects, the delivery items shall be deemed to have been approved by the buyer if Plast-Control does not receive the notice of defects within five working days of the time at which the defect became apparent; if the defect was already apparent at an earlier time in the case of normal use, this earlier time shall be decisive for the start of the period for giving notice of defects. The buyer must notify Plast-Control of any defect in writing, stating the exact nature and extent of the defect, in order to enable Plast-Control to verify the justification of the complaint.
 - b. The buyer must also inspect the delivered goods for transport damage immediately upon arrival and note any damage found in writing on the consignment note, have this complaint countersigned by the transport person and inform Plast-Control of this immediately in writing.
 - c. If the delivery item is to be installed in another item or attached to another item in accordance with its type and intended use, the buyer is also obliged to check before the intended use whether the delivery item is suitable for installation in another item or attachment to another item and is free of defects after installation or attachment.

6. The buyer shall have no claims for defects if the buyer reworks/modifies the delivery item without Plast-Control's consent or has it reworked/modified by a third party and this makes it impossible or unreasonably difficult to rectify the defect. In any case, the buyer must bear the additional costs of remedying the defect resulting from the processing. In addition, no liability is accepted for damage caused by the following reasons:
- Unsuitable or improper use;
 - Damage resulting from incomplete or incorrect information provided by the buyer about the working materials used by him;
 - Faulty assembly, commissioning by the buyer or third parties, unless any assembly instructions from Plast-Control are faulty;
 - Changes to the delivery item by the buyer or third parties;
 - Natural wear and tear, unless Plast-Control expressly guarantees otherwise;
 - Incorrect or negligent handling or storage;
 - Unsuitable operating materials, replacement materials;
 - Chemical, electrochemical or electrical influences, provided they are not attributable to Plast-Control;
 - Incorrect or incomplete documents, in particular samples or drawings, which the buyer has made available to Plast-Control for the manufacture of the products or which Plast-Control must observe during manufacture in accordance with the buyer's specifications. Plast-Control is under no obligation to examine the documents provided by the buyer for correctness, completeness and interoperability.
- 7.a. If the delivered item is defective and Plast-Control is liable, Plast-Control shall have the choice of subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). If the type of subsequent fulfilment chosen by Plast-Control is unreasonable for the buyer in individual cases, the buyer may reject it. Plast-Control's right to refuse subsequent fulfilment under the statutory conditions remains unaffected.
- b. Plast-Control is entitled to make the subsequent fulfilment owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.
- c. The buyer must provide the necessary time and opportunity for the subsequent fulfilment owed by Plast-Control to a reasonable extent, in particular to hand over the rejected goods for inspection purposes or, insofar as a handover is actually impossible or not feasible for special reasons, to present the goods for inspection purposes on the occasion of an on-site inspection. In the event of a replacement delivery, the buyer must return the defective item to Plast-Control at Plast-Control's request in accordance with the statutory provisions; the buyer has no right of return. Subsequent fulfilment does not include the dismantling, removal or de-installation of the defective item or the installation, fitting or installation of a defect-free item if Plast-Control was not originally obliged to provide these services.
- d. The buyer's claims for reimbursement of corresponding costs ("removal and installation costs") shall remain unaffected. If the buyer justifiably asserts costs against Plast-Control in this context, which it has incurred from the use of its own employees or its own items, the buyer's claims for reimbursement shall be limited to its own costs in this respect. If the costs associated with the subsequent fulfilment increase due to the fact that the goods have been taken to a place other than the agreed place of delivery at the request of the buyer, the buyer shall bear all additional costs incurred as a result. In the event that the buyer has installed the goods in another item or attached them to another item, the buyer is obliged to provide Plast-Control in advance with a cost estimate for the removal of the defective goods and the assembly / installation of the repaired / newly delivered goods. The buyer is only entitled to reimbursement of those costs for the removal of the defective goods and the assembly / installation of the repaired goods / newly delivered goods that are necessary and reasonable.
- e. Plast-Control shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, Plast-Control may demand compensation from the buyer for the costs arising from the unjustified request to remedy the defect if the buyer knew or was negligently unaware that there was in fact no defect.
8. If Plast-Control is not willing or able to remedy the defect or supply a replacement, if Plast-Control refuses to do so or if it is delayed beyond a reasonable period of time for reasons for which Plast-Control is responsible, or if the subsequent fulfilment fails at least twice for other reasons, the buyer shall be entitled, at its discretion, to demand a corresponding reduction in the purchase price or to withdraw from the contract in the event of significant defects. The buyer's right of cancellation in the event of defects in the goods is excluded in cases in which the buyer is unable to return the service received and this is not due to the fact that the return is not possible due to the nature of the service received, is the responsibility of Plast-Control or a defect has only become apparent during processing or remodelling of the goods. In the event of the delivery of defective goods or partial deliveries, the buyer is only entitled to withdraw from the entire contract or to claim damages instead of the entire service in accordance with the following provisions if he has no interest in the service rendered on the basis of an objective standard.
9. In the event of defects in components from other manufacturers which Plast-Control is unable to rectify for reasons of licence law or for factual reasons, Plast-Control shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the buyer or assign them to the buyer. Warranty claims against Plast-Control shall only exist for such defects under the other conditions and in accordance with the provisions of this Clause VII. if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to the opening of insolvency proceedings. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the buyer against Plast-Control shall be suspended.
10. Claims of the buyer for damages or reimbursement of futile expenses shall only exist in accordance with the following Section VIII of these GTCS, even in the case of defects; otherwise they are excluded.
11. The limitation period for claims for subsequent fulfilment, withdrawal and reduction due to defects in the delivery item is one year from the transfer of risk. For the limitation period for claims for damages based on defects in the delivery item, the following provision of Section VIII. No. 10.

VIII. Compensation for damages & expenses - limitation of liability

1. Plast-Control shall be liable for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations or due to unauthorised action, exclusively in accordance with this Section VIII. Any further liability for damages is excluded.
2. Plast-Control shall be liable within the scope of the statutory provisions for intentional and grossly negligent behaviour on the part of Plast-Control's legal representatives or executive employees, for injury to life,

limb and health and for guaranteed characteristics and in accordance with the provisions of the Product Liability Act.

3. In addition, Plast-Control is liable
 - for damages arising from a negligent breach of material contractual obligations by its legal representatives, executives and other vicarious agents;
 - for damages caused by its ordinary vicarious agents through gross negligence or willful intent without breach of material contractual obligations.

Essential to the contract are those obligations whose fulfilment makes the proper fulfilment of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely. Plast-Control's liability for damages shall be limited in cases of this clause VIII.3 in accordance with the following clauses VIII. 4, 5 and 6:

4. Plast-Control's liability for damages in accordance with the above clause VIII. 3 shall be limited to the amount of the foreseeable damage typical for the contract.
5. Plast-Control's liability pursuant to Section VIII. 3 shall be excluded insofar as the buyer has effectively limited its liability towards its customer. The buyer shall use its best endeavours to agree limitations of liability with its own customers to the extent permitted by law - also in favour of Plast-Control.
6. Within the scope of Plast-Control's liability in accordance with Section VIII. 3, indirect damage and consequential damage resulting from defects in the delivery item shall only be eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.
7. Insofar as Plast-Control provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by Plast-Control, this shall be provided free of charge and to the exclusion of any liability.
8. The buyer shall inform and consult Plast-Control immediately and comprehensively if he wishes to make a claim against Plast-Control in accordance with the above provisions. The buyer shall give Plast-Control the opportunity to investigate the claim. The contracting parties shall agree on the measures to be taken, in particular in settlement negotiations.
9. The limitation period for claims for damages due to defective delivery is one year from the transfer of risk. In the case of supplier recourse of the buyer in accordance with § 445a BGB German Civil Code, claims for damages due to defects in the goods shall not expire before the expiry of the periods specified in § 445b Para. 2 BGB German Civil Code. The limitation period for claims for damages due to the breach of other contractual obligations shall be one year from the end of the year in which the claim arose and the buyer became aware of the circumstances giving rise to the claim and the identity of the debtor or should have become aware of them without gross negligence.

In the event of injury to life, limb or health, for damages under the Product Liability Act and for damages caused by fraudulent behaviour, intent, gross negligence or negligent breach of material contractual obligations within the meaning of Section VIII. 3 of these General Terms and Conditions of Sale and Delivery by the legal representatives of Plast-Control, its executives or vicarious agents, the statutory limitation period shall apply in deviation from the first paragraph of this Clause VIII. 10.

IX. Product safety - obligations of the buyer; spare parts supply

1. Plast-Control warrants that the goods supplied by Plast-Control comply with the relevant product safety requirements in Germany at the time they are placed on the market.

If the products are to be used outside Germany, Plast-Control does not guarantee that the delivered goods also comply with the product safety or other regulations applicable at the place of use, unless the parties have expressly agreed in writing that Plast-Control is responsible for this.

If Plast-Control only supplies individual components of a complete system, Plast-Control's responsibility with regard to compliance with the relevant public law regulations is limited to the components supplied by Plast-Control. In this case, the buyer bears sole responsibility for ensuring that the entire system complies with the relevant product safety and other regulations. Any warranty claims for material defects or claims for damages on the part of the buyer shall also exist in the event of defects in the goods supplied by Plast-Control under product safety law exclusively in accordance with the above Clauses VII. and VIII.

2. Processed and hazardous substances: The buyer is obliged to answer Plast-Control's questionnaire on the nature of the substances to be processed completely and truthfully.
3. Standard machines are manufactured by Plast-Control in accordance with tried and tested rules of noise reduction technology. Should the permissible limit values nevertheless be exceeded during operation of the machines, the buyer must ensure compliance with the limit values by taking noise-reducing measures in the system environment (e.g. structural measures). This does not apply if Plast-Control has expressly assumed responsibility for compliance with the relevant limit values, i.e. has assumed responsibility for planning in this respect and has taken the system environment into account in the design/manufacture of the affected product.
4. Plast-Control shall ensure that the buyer can obtain spare parts for the delivery item purchased by the buyer from Plast-Control at the applicable prices for a maximum period of 5 years from delivery of the delivery item concerned. Plast-Control shall have no further obligation to provide spare parts.

X. Further obligations of the buyer to co-operate, support with the commissioning of delivery items/deployment of Plast-Control employees on the buyer's premises

1. If - e.g. in the context of the commissioning of delivery items - employees of Plast-Control work on the premises of the buyer, the buyer must ensure that all requirements under labour safety law are fulfilled at the place of use. In particular, the buyer shall have no right to issue instructions to the employees of Plast-Control.

In particular, the buyer must ensure that all plant, machinery, equipment and other items provided by the buyer at the place of use are in perfect condition. The buyer must expressly inform Plast-Control's employees of any particular sources of danger. If the buyer's health and safety regulations are to be observed at the place of use, the buyer must instruct the employees in these in a suitable form.

2. If work on third-party systems is also required as part of Plast-Control's fulfilment of the order, this shall be carried out by the buyer without separate agreement between the parties; this is necessary preparatory work by the buyer. If it has been agreed that Plast-Control will also carry out the work concerned on third-party systems, the buyer must provide Plast-Control with all relevant information required to enable Plast-

Control to carry out the work properly. If necessary, the buyer shall also instruct Plast-Control's employees in the operation of the system.

3. The buyer must ensure that its own IT infrastructure is protected against external interference in accordance with the state of the art. In particular, the buyer is obliged to ensure that no unauthorised intervention/access by third parties can take place if Plast-Control carries out work by means of remote maintenance. The buyer shall be fully liable to Plast-Control if Plast-Control suffers damage due to inadequate security of the buyer's IT infrastructure.

XI. Industrial property rights

1. Unless expressly agreed otherwise, Plast-Control warrants only that the goods do not infringe any industrial property rights of third parties (hereinafter: property rights) in the country of the place of delivery, unless Plast-Control is positively aware of infringements of property rights at the registered office of the buyer or in such other country of which the buyer has notified Plast-Control in writing that the delivery item is to be shipped there as intended. If a third party raises justified claims against the buyer due to the infringement of industrial property rights by products supplied by Plast-Control and used in accordance with the contract, Plast-Control shall be liable to the buyer as follows within the framework of the provision in sentence 1:
 - a. The buyer must inform Plast-Control immediately in writing of any infringement of property rights asserted by the third party. Plast-Control shall, at its own discretion, fulfil or defend these claims at its own expense or end the dispute by settlement. The buyer grants Plast-Control the sole authority to decide on the legal defence and settlement negotiations and shall grant Plast-Control the necessary powers of attorney in individual cases, including the right to grant corresponding sub-authorisations.
 - b. If the delivery constitutes an infringement of property rights within the meaning of sentence 1, Plast-Control shall remedy the cause of the infringement of property rights within a reasonable period of time. For this purpose, Plast-Control shall, at its discretion, either obtain a right of use for the deliveries concerned at its own expense, modify the delivery item in such a way that the property right is not infringed, or replace it.
 - c. If the elimination of the infringement of property rights fails or if the elimination is not possible under reasonable conditions or is unreasonable for the buyer, the buyer shall be entitled to the statutory rights of cancellation or reduction. Plast-Control's obligation to pay damages shall be governed by Section VIII of these General Terms and Conditions of Sale and Delivery.
 - d. Plast-Control shall not be liable for claims by third parties due to infringements of industrial property rights insofar as these are caused by special specifications of the buyer, by an application not foreseeable by Plast-Control or by the fact that the delivery item is modified by the buyer or an unauthorised third party or is not used under the conditions of use recommended by Plast-Control or the agreed conditions or is used together with products not supplied by Plast-Control. Plast-Control is generally not liable for claims by third parties due to infringements of industrial property rights, insofar as the buyer is responsible for these. Should third parties assert claims against Plast-Control in this respect, the buyer shall indemnify Plast-Control against such claims.
 - e. Plast-Control shall also not be liable to the buyer if the buyer recognises the infringement vis-à-vis the third party without Plast-Control's consent or, in the event that the buyer ceases to use the product, does not inform the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
2. In the event of an infringement of property rights, the provisions of Sections VII. 7 and 9 shall apply accordingly.
3. The provisions on the statute of limitations in VII. 11 and VIII. 9 apply accordingly.

XII. Export law - prerequisite for delivery by Plast-Control

The delivery by Plast-Control is subject to the proviso that any necessary export licences are granted or that there are no other obstacles to the delivery due to export or transfer regulations to be observed by Plast-Control as exporter/transferor or a supplier of Plast-Control.

XIII. Prohibition of advertising / Confidentiality

1. The use of the Plast-Control GmbH logo/word mark and any mention of the company as a reference customer of the buyer requires the written consent of Plast-Control in each individual case.
2. The buyer shall be obliged to maintain confidentiality about all operational processes, facilities, equipment, documents/data etc. of which it has been made aware in connection with the contractual relationship, even after submission of the offer and after termination of the contractual relationship.

XIV. Prohibition of assignment

Unless monetary claims are involved, the buyer is not authorised to assign his claims from the contractual relationship to third parties.

XV. Applicable law

All legal relationships between the contracting parties shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, as amended.

XVI. Place of jurisdiction

The place of jurisdiction is the registered office of Plast-Control or, at the exclusive discretion of Plast-Control, the place of jurisdiction of the buyer.

XVII. Data protection

Plast-Control draws the buyer's attention to the fact that it will store and process the customer's data in accordance with the provisions of the GDPR and the Federal Data Protection Act (BDSG) pursuant to Section 33 BDSG. Detailed information on the handling of personal data can be found in the "Data protection information for business partners".