

# GENERAL TERMS AND CONDITIONS

## I. General information

- The following terms and conditions form the basis of our contracts without exception. The contractual partner consents to our terms and conditions on placing an order.
- We hereby exclude any opposing terms and conditions. Such shall be valid only if agreed to in writing. The contractual partner's terms and conditions shall further not form a part of the contract even if we do not exclude them again and provide the contractually owed delivery/service unconditionally.
- Our terms and conditions also apply to all future transactions with the contract partner.
- Our terms and conditions may be viewed at our premises. Upon request, we will be glad to send you them free of charge at any time.

## II. Surface technology / packaging systems

- Should the object of the contract be the delivery of packaging systems, in particular VCI systems, it is essential that the information provided here is taken into account. In the event of a failure to observe this information, we shall exclude any liability. Our contractual partner is obliged to notify us in such cases of extraordinary risks in the use of our products/services.

## III. Prices and payments

- The prices are to be understood as an amount for goods and/or services without discounts or other reductions, and not including loading, packaging, freight or any insurance policies taken out only on account of special agreements, and not including VAT as applicable from time to time.
- Payment is to be made in € (euros), carriage paid for Ulm, without any deductions.
- The contractual partner may only set off our claims against uncontested, acknowledged or legally established counterclaims.
- Similarly, a right of retention may only be exercised in the case of uncontested, acknowledged or legally established counterclaims and then only where based on the same contractual relationship.

## IV. Delivery and delay in delivery

- The beginning of the delivery time specified by us is subject to the clarification of all technical issues. Compliance with our delivery obligation assumes the timely and proper fulfilment of the obligations by the contractual partner.
- This shall further be subject to us receiving the goods for supply promptly and correctly.
- Delivery dates or periods, which may be agreed as binding or non-binding, shall be stated in writing. Delivery periods shall commence with the conclusion of the contract. If subsequent contractual amendments are agreed, it may be necessary to simultaneously arrange a new delivery date or delivery deadline.
- The delivery deadline is met if the object for delivery has left our company or notification of despatch has been sent by this deadline.
- If our delay is due to ordinary negligence, our liability for damage compensation is excluded except in the case of death, personal injury or harm to health.
- Alternatively, we will limit our liability for default in the case of ordinary negligence to the typical, foreseeable damage.
- Acts of God, civil unrest, strikes, lock-outs, and significant operational disruptions that are not our fault shall alter the deadlines and periods as stated in parts 1 and 2 by the length of the disruption in performance that the circumstance caused, as well as a reasonable run-on period.

## V. Security/functional capabilities of the filling systems; returnable containers

- The contractual partner is obliged to ensure that its own systems, particularly those that are planned for filling with products delivered by us, are working properly. We, our employees and/or vicarious agents are to be informed of any existing deficiencies before the beginning of the filling process.
- We are not obliged to check the filling systems and vats/tanks for their suitability to be filled with our products.
- Returnable containers in which our products were delivered may not be used for other purposes after being emptied. They are to be made available for collection. If collection is not possible within three months, we are entitled to request reasonable compensation for use.

## VI. Warranty

- In addition to the statutory requirements, we are entitled to effect subsequent performance for both significant and insignificant material and legal defects as follows: we are entitled to effect subsequent performance twice. If as a result of the nature of the matter or defect or other circumstances the subsequent performance is not deemed to have failed, and this is thought to be due to the contractual partner, we are entitled to effect further subsequent performance.

## \*\* Tax information:

- 10 = Taxed energy product  
 10\_11 = Taxed energy product (EMCS/v-e-VD)  
 20 = Tax-free with permit  
 30 = **Tax-free on account of general permission**  
**Tax-free energy product!**  
 „May not be used as vehicle or heating fuel or for the production of these substances!“  
 30\_31 = **Tax-free on the basis of general authorisation (EMCS/v-e-VD)**  
**Tax-free energy product!**  
 „May not be used as vehicle or heating fuel or for the production of such substances!“  
 40 = **Tax-free on account of general permission**  
**Tax-free energy product!**  
 „May not be used as vehicle or heating fuel or for the production of these substances!“  
 40\_41 = **Tax-free on the basis of general permission (EMCS/v-e-VD)**  
**Tax-free energy product!**  
 „May not be used as vehicle or heating fuel or for the production of such substances!“

- If the subsequent performance failed, the contractual partner is entitled at its discretion to request a reduction or withdraw from the contract and enforce the right to compensation in accordance with the statutory provisions.
- The limitation period is twelve months. However, the statutory limitation period of 24 months remains in legal transactions with consumers.

## VII. Exclusion of compensation, limitation on liability

- If our obligation to pay compensation is based on only an ordinary negligent breach of material contractual obligations, we limit our liability for compensation and that of our legal representatives and vicarious agents to the typical, foreseeable damage.
- If our obligation to pay compensation is based on only an ordinary negligent breach of non-material secondary obligations, we exclude our liability to pay compensation and that of our legal representatives and our vicarious agents.
- In all cases of liability for compensation due to a negligent breach of obligation, irrespective of the legal basis, our liability is limited to the compensation that was foreseeable for us.
- Alternatively, we exclude liability for damage that is caused by our legal representatives or vicarious agents if we are at fault for a slightly negligent breach of a contractual obligation that does not threaten, in either its form or consequences, the purpose of the contract.
- The preceding provisions in clause VII (1-4) shall not apply in the event of death, personal injury or harm to health and/or claims under product liability law.

## VIII. Retention of title

- In all cases we retain title to the delivered object until receipt of all payments from the underlying delivery contract.
- In addition, we retain title to the delivered item until the fulfilment of all present and future claims from the business relationship. The contractual partner is obliged to store the delivered items free of charge and with the diligence of a prudent businessman in all cases.
- Pledge or assignment of goods subject to rights of retention is prohibited in all cases. In the event of pledging, seizure or other dispositions by third parties, we are to be notified immediately by transfer of the documents necessary for an objection.
- In addition, the contractual partner is authorised to process and resell the delivered item within the framework of the ordinary course of business as long as it is not in default. Upon the signing of the purchase contract with us, it shall transfer the claims from the resale or due to another legal reason with respect to its buyers in the amount of the invoice of the delivered goods subject to rights of retention.
- With the discontinuation of payment, the filing or opening of the insolvency proceedings, and protests of cheques or bills of exchange, the right to resale and the authorisation to collect assigned claims shall expire. In these cases the contractual partner is obliged immediately to provide an account of the goods subject to rights of retention and the assignment of claims without being requested.
- If the value of the provided securities exceeds our claims by more than 20%, we shall be obliged, at the request of the client, to use our discretion in choosing which securities are re-transferred when the security threshold is passed.

## IX. Choice of law, place of jurisdiction

- All contracts shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods (CISG).
- The place of performance for all mutual claims arising from the contractual relationship is Ulm.
- Our registered office is the place of jurisdiction for all claims arising from the business relationship, including complaints regarding cheques and bills of exchange if the contractual partner is a merchant. However, we are also entitled to sue the contractual partner at its general place of jurisdiction.

## X. Data protection

We would hereby like to remind you that we store the personal data of our customers electronically for our address file (reminder in accordance with section 33 of the German Federal Data Protection Act, BDSG). In addition, we would like to remind you that the contract data can be used to do a credit check.

## XI. Supply chain safeguarding

The parties mutually warrant that goods produced, stored, transported, delivered or accepted within the scope of the business relationship will be (a) produced, stored, handled, processed and loaded at secure facilities and logistics locations and (b) protected against unauthorised access during production, storage, handling, processing, loading or transport. Each party warrants to the other that the personnel used for the production, storage, handling, processing, loading, transport and acceptance of such goods are reliable and that the business partners that act on behalf of the parties are also informed that they must take measures to safeguard the delivery chain with regard to the specified goods.

- 50 = **Energy product tax exempt!**  
 „May not be used as vehicle or heating fuel or for the production of these substances!“  
 60 = Untaxed on tax warehouse (EMCS/e-VD)  
 70 = Untaxed export (EMCS/e-VD)  
 90 = **Tax-free energy product!**  
 „May not be used as a fuel unless, such use is in accordance with the German Energy Tax Act (Energiesteuer-gesetz) or The German Energy Tax Regulation (Energiesteuer-Durchführungsverordnung). Any other use than as fuel will have tax and criminal consequences!“  
 In cases of doubt, please contact your customs office with jurisdiction.  
 90\_91 = **Tax-free energy product!**  
 „May not be used as a fuel unless, such use is in accordance with the German Energy Tax Act (Energiesteuer-gesetz) or The German Energy Tax Regulation (Energiesteuer-Durchführungsverordnung). Any other use than as fuel will have tax and criminal consequences!“  
 In cases of doubt, please contact your customs office with jurisdiction.