

**General Terms and Conditions
of Plastic Solution Ningbo Europe GmbH**

§ 1 Scope of the Terms and Conditions

1. Our deliveries, services and offers shall ensue exclusively on the basis of these Terms and Conditions. These shall therefore also apply for all future business relationships, even when this is not expressly agreed again or without us having to refer to them in each case. Any conflicting confirmation of the Customer making reference to his terms and conditions of business or purchase are hereby contradicted.
2. Deviating or supplementary provisions to these General Terms and Conditions or general terms and conditions of the Customer shall only become a component part of the contract to the extent to which we have agreed. This approval requirement shall also apply when we execute delivery to the customer without reservation despite being aware of the Customer's general terms and conditions.
3. Individual agreements with the Customer shall take precedence over these Terms and Conditions. Agreements of this kind concluded between the Customer and ourselves for the purpose of the execution of this Contract are to be recorded in writing.
4. These Terms and Conditions shall apply only vis-à-vis Customers who are legal entities under public law within the meaning of Section 14 BGB, or special funds under public law within the meaning of Section 310 para. 1 BGB.
5. Declarations and notifications of legal relevance executed or to be executed following conclusion of this contract must be recorded in written text or data medium in order to become effective. The written text or data medium form cannot be waived by word of mouth.

§ 2 Offer and Conclusion of Contract

1. Our offers are subject to confirmation and are nonbinding. This shall also apply when we have provided the customer with catalogues, technical documentation (e. g. drawings, plans, accounts, calculations, etc.) or other product descriptions.
2. The ordering of the goods by the Customer with the furnishing of a signature on our non-binding offer shall be considered a binding offer of contract made by Customer. Provided the offer does not state otherwise, we shall be entitled to accept this offer within two weeks of our receiving it. The acceptance can ensue either in writing (e.g. through confirmation of the order) or through delivery of the goods.
3. Our staff shall not be authorised to agree verbal supplements or issue oral assurances which extend beyond the content of the contract in writing, written text or data medium.
4. The conclusion of the contract shall ensue subject to correct and timely delivery by our suppliers. This reservation shall apply only for the event that we are not responsible for the non-delivery, in particular in the case of the conclusion of a congruent hedging transaction with our suppliers. The Customer shall be informed immediately of the non-availability of the performance. The monetary consideration shall be refunded without delay.
5. We shall be entitled to withdraw from the contract if the goods ordered are not, or no longer, produced by the manufacturer or otherwise unavailable on the market through no fault of ours.
6. Drawings, illustrations, dimensions, weights or other performance data shall only be binding when this has been expressly agreed in writing, written text or data medium.
7. We reserve proprietary rights, intellectual property rights and/or usufructuary rights to the illustrations, data bases, calculations, texts, drawings and other documents. This shall also apply for such written, written text or data medium documentation as is marked "confidential". The Customer shall require our express in written written text or data medium approval before passing same on to third parties.

§ 3 Prices and Conditions of Payment

1. Unless otherwise stated, we shall be bound by the prices contained in our offer for 30 days from the quotation date. Otherwise the prices stipulated in our order confirmation plus VAT at the currently valid rate shall be decisive. Additional deliveries and services shall be invoiced separately.
2. Unless otherwise stated in the order confirmation, our prices shall apply "ex warehouse", not including packaging; this shall be invoiced separately.
3. We reserve the right to alter our prices accordingly if, following conclusion of the contract, cost reductions or cost increases ensue, in particular due to collective wage agreements or changes to material prices. On request we shall provide proof of same to the Customer.
4. The deduction of cash discounts requires a separate agreement in writing, written text or data medium.
5. Unless otherwise agreed, our invoices shall be due for payment and payable within 30 days of issue of the invoice and delivery of the goods. With the expiry of this deadline, the Customer shall be in arrears. For the rest, the statutory regulations relating to the consequences of default of payment shall apply. Vis-à-vis customers who are business owners or for whom the statutory stipulations for business owners apply, our claim to the commercial maturity interest (Section 353 HGB) shall remain unaffected. The claim of a damage caused by default shall be reserved.

6. We shall be entitled, despite deviating provisions of the Customer, to initially credit payments against his older liabilities. We shall inform the Customer regarding the type of set-off which ensues. Where costs and interest have already been incurred, we shall be entitled to initially credit the payment against the costs, then the interest and finally the principal sum.
7. The Customer shall only be entitled to set-off and retention rights to the extent his counterclaim is based on the same contractual relationship, has been recognized by declaratory judgement, is undisputed or has been acknowledged by us.
8. If, subsequent to the conclusion of this Contract, it becomes apparent that our claim to the purchase price is endangered by inability to pay on the part of the Customer (e. g. application for the opening of insolvency proceedings), we shall be entitled, pursuant to the statutory stipulations, to refuse to perform and – where appropriate following the setting of a period of grace – to withdraw from the Contract (Item 321 BGB). In the case of contracts regarding the production of custom-made products (single items), no setting of a deadline shall be required; the remaining statutory arrangements regarding the dispensability of the setting of a deadline shall remain unaffected by same.

§ 4 Delivery and Performance Period

1. Our offer contains details of delivery dates and / or deadlines. These shall not be considered fixed dates or fixed deadlines.
2. The delivery dates and deadlines – as expressly stated on our offer – are subject to timely delivery to us. Due to the current demand-driven market for our commercial goods, supply shortages shall be considered a case of force majeure for which neither we nor the Customer shall be responsible. An event of force majeure shall be presumed when we prove that delivery to us from our supplier for delivery to the Customer, on our order confirmed by our supplier, cannot ensue. In addition, those events shall be considered force majeure which result in the delivery being substantially impeded, not only temporarily, or made impossible, in particular strike, lock-out, official order, etc.
3. If the delivery deadlines and delivery dates given cannot be observed for a reason of force majeure specified in paragraph 2 or for other reasons for which we are not responsible, we shall notify the Customer without delay and at the same time inform him of the probable new delivery deadline. If the consignment is not available within the new delivery deadline either, we shall be entitled to withdraw from the Contract, either partially or in full. We shall, however, endeavour to make a new offer, where appropriate, to conditions adapted to the force majeure event. Our statutory right of withdrawal and right of termination as well as the statutory stipulations, with the exclusion of our obligation to perform, shall remain unaffected.
4. We shall be entitled to make part delivery and partial performance when the part delivery is serviceable for the Customer within the framework of the contractual intended use and the Customer is not subjected to significant additional time and effort or additional costs.
5. If we are unable to observe the delivery deadlines and delivery dates pursuant to the above paragraphs, the customer shall only be entitled to withdraw from the Contract with regard to the parts of the Contract not yet fulfilled, following the expiry of a period of grace. The grace period must comprise a period of at least four weeks. Compensation claims of the Customer on the basis of default and on the basis of non-fulfilment of the Contract shall be excluded in cases of force majeure or circumstances for which we are not responsible.
6. The observance of our delivery and performance obligations pre-supposes the timely and due fulfilment of the obligations of the Customer. The exception of contract not conformed is still reserved.

§ 5 Delivery and Transfer of Risk

1. Delivery shall ensue ex warehouse, which shall also be the place of performance. At the request and expense of the Customer, the goods shall be sent to an alternative destination (sale to destination specified by the Customer). Unless otherwise agreed, we shall be entitled to stipulate the manner of dispatch (freight forwarders, shipping route, packaging) ourselves.
2. The risk of accidental perishing and accidental deterioration of the goods shall pass to the purchaser with handover of the goods and, in the case of sale to destination specified by the customer, as soon as the consignment has been passed to the person executing the transport or has left our warehouse for the purpose of dispatch. If, at the request of the Customer, the shipping is delayed, the risk shall pass to him with notification of readiness for shipment.
3. If the Customer is in default of acceptance or is impinging upon other obligations for co-operating with negligence we shall be entitled to demand reimbursement for the losses incurred by us including all additional expenses (e.g. warehousing costs). To this end we may demand compensation amounting to 0.5 % of the contract amount per calendar week (correspondingly pro rata per calendar day) as lump sum compensation, beginning on the day following the delivery date. We reserve the right to provide proof of higher losses; our statutory claims shall remain unaffected. The lump sum is to be credited against our additional monetary claims. The Customer shall be free to provide proof that no losses were incurred by us, or that the losses were at a lower level. With the occurrence of the default of acceptance, the risk of accidental deterioration and accidental perishing shall pass to the Customer.

§ 6 Customer's Right to Claim Damages for Defects

1. With regard to the rights of the Customer in the case of material defects and defects of title, the statutory stipulations shall apply, provided it is not agreed otherwise. In all events, the special statutory provisions applying for final delivery to a consumer (recourse against supplier pursuant to Articles 478, 479 BGB) shall remain unaffected:

2. With regard to the appearance and workmanship of the goods, only the properties agreed, as they appear in the technical product description, shall apply. We reserve the right to make design changes at any time; however, we shall not be obliged to make alterations of this kind to products which have already been delivered. Public statements or advertising of the manufacturer shall not constitute a contractually binding description of the goods. Should the Customer receive faulty assembly instructions, we shall only be obliged to supply correct assembly instructions, and to do so only when the fault in the assembly instructions prevents correct assembly.
3. All the Customer's rights to claim damages for defects presumes that the Customer has observed all his obligations of inspection and fault notification pursuant to Section 377 HGB.
4. Where a defect exists in the goods, we shall have the choice of supplementary performance in the form of rectification of the defect or delivery of a new fault-free item. Our right to refuse the selected supplementary performance under the statutory provisions shall remain unaffected. Where a defect actually exists, we shall be obliged, in the case of rectification, to bear all the expenses necessary for the purpose of rectification, in particular transport costs, road charges, labour costs and material costs, provided these are not increased by the goods having been moved to a place other than the place of performance. Should the Customer's demand for rectification prove to be unjustified, we can demand reimbursement of the ensuing costs from the Customer.
5. We shall be entitled to make the due supplementary performance dependent on the Customer's payment of the due purchase price. The Customer shall, however, be entitled to retain a part of the purchase price commensurate with the fault.
6. The Customer must grant us sufficient time and opportunity for the due supplementary performance, in particular hand the rejected goods over to us for inspection purposes. In the case of replacement delivery, the Customer shall be obliged to return the faulty item to us pursuant to the statutory stipulations.
7. Should the supplementary performance prove unsuccessful, or the period of grace for supplementary performance have expired or be dispensable, the Customer shall be entitled, at his discretion, to demand a reduction or withdraw from the purchase agreement. No right of withdrawal shall apply, however, in the case of a minor fault.
8. Claims of the Customer to compensation or reimbursement for fruitless expenditure shall apply only pursuant to Item 7 and, for the rest, are excluded.

§ 7 Other Liability

1. Unless stated otherwise in these Terms and Conditions, we shall be liable for the infringement of contractual and non-contractual obligations in accordance with the relevant statutory stipulations.
2. We shall be liable for compensation – for whatever legal grounds – in the case of deliberate acts and gross negligence. In the case of simple negligence we shall be liable only
 - a) for damage arising from injury to life and limb,
 - b) for damage arising from the infringement of a cardinal contractual obligation, in particular a contractual obligation, the very observance of which makes the orderly execution of the Contract possible in the first place or relates to the principal obligations; in this case, our liabilities are, however, restricted to compensation for foreseeable losses of the kind which typically occur.
3. The limitation of liability ensuing from paragraph 2 shall not apply, if we have fraudulently concealed or given a guarantee for the appearance and workmanship of the goods. The same shall apply for claims of the Customer pursuant to the Product Liability Law.

§ 8 Limitation Period

1. The period of limitation for claims arising from material defects or defects of title shall be 12 months from the date of delivery, in the case of sales to destination specified by the Customer, from the transfer of risk. If the goods are a building or an item which, in keeping with its usual mode of utilisation, is used for a building and has caused its defectiveness, the period of limitation shall be, pursuant to the statutory deadline, five years from delivery or, in the case of sale to destination specified by the Customer, from the transfer of risk (Section 438, Sub-section 1, No. 2 BGB). The special statutory provisions for third-party claims in rem for the restitution of property (Section 438, Sub-section 1, No. 1 BGB), bad faith on the part of the vendor (Section 438, Sub-section 3 BGB) and claims in recourse against supplier in the case of final delivery to the consumer (Section 479 BGB) shall also remain unaffected.
2. The above limitation periods shall also apply for contractual and non-contractual compensation claims of the Customer which relate to a defect in the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would, in the individual case, lead to a shorter limitation period. The time bar provisions of the Product Liability Law shall remain unaffected. Otherwise the statutory limitation periods shall apply exclusively for compensation claims of the Customer pursuant to Item 7.

§ 9 Reservation of Proprietary Rights

1. We shall retain ownership of the delivered goods until such time as all our current and future claims arising from the sales contract and an on-going business relationship (secured debts) with the Customer have been settled in full. This is essential for all future supplies, even we do not always refer to explicitly. We are authorized to retain the purchase, if the buyer is acting contrary to the contract.

2. The Customer shall be obliged to treat the goods subject to reservation of title with care; in particular he shall be obliged to adequately insure them at their replacement value against fire, water and theft. Where maintenance and inspection work is necessary, the Customer must have this executed at his own expense.
3. The goods delivered subject to reservation of title may neither be pledged to third parties nor transferred by way of security prior to complete settlement of the secured debts. In the case of attachment or other seizure of the goods belonging to us by third parties, the Customer must notify us immediately in writing, written text or data medium so that we can take action pursuant to Section 771 ZPO. If the third party is unable to reimburse us for the court costs and out of court expenses of an action in accordance with Section 771 ZPO, the Customer shall be liable to us for the loss incurred.
4. In the case of conduct by the Customer in contravention of the Contract, in particular in the event of delay in payment / non-payment of the purchase price, we shall be entitled to withdraw pursuant to the statutory stipulations and / or to demand handover of the goods on the basis of the reservation of title. The demand for handover shall not contain the simultaneous declaration of withdrawal; we shall be entitled to demand handover of the goods only, and reserve the right to withdraw. If the purchaser fails to pay the due purchase price, we may only assert this right when we have fruitlessly set an appropriate deadline for payment or when a grace period of this kind is dispensable according to the statutory stipulations. Following declaration of the withdrawal, we shall be entitled to utilise the goods; the proceeds of sale shall be credited to the Customer's accounts payable – minus appropriate exploitation costs.
5. The Customer shall be entitled to sell on or process the goods subject to retention of title in the regular course of business. In this event, the following provisions shall apply.
 - a) The retention of title shall extend to manufactured items resulting from the processing, amalgamation or blending of our goods at their full value, whereat we shall be considered manufacturer. If, in the event of processing, amalgamation or blending of our goods with goods of third parties, the third-party proprietary rights remain in existence, we shall acquire co-ownership at the ratio of the invoice sum to value of the processed, amalgamated and blended goods. For the rest, the same shall apply to the resulting manufactured items as to the goods delivered under retention of title.
 - b) As security, the Customer already assigns to us in total or to the level of any co-ownership share we may have according to the above paragraph, the outstanding accounts vis-à-vis third parties. We accept the assignment. The obligations specified in paragraph 2 shall also apply in consideration of the assigned outstanding accounts.
 - c) In addition to us, the Customer shall remain authorised to collect the outstanding accounts. We undertake not to collect the receivables as long as the purchaser continues to honour his payment obligations towards us, is not in arrears with payment, and no application for the opening of insolvency proceedings regarding the assets of the Customer has been made and no other shortcomings of his performance capacity applies. Should this be the case, we can demand that the buyer informs us of the assigned receivables and the parties liable, gives us all details necessary for the collection of the outstanding accounts, hands over the relevant documentation and informs the parties liable (third parties) of the assignment.
 - d) If the achievable value of the securities exceeds our claims by more than 10%, we shall release the securities of our choice at the request of the Customer.

§ 10 Confidentiality

Unless otherwise expressly agreed in writing, written text or data medium the information disclosed by us in the context of orders shall not be considered confidential.

§ 11 Applicable Law, Court of Jurisdiction, Partial Nullity

1. The laws of the Federal Republic of Germany shall apply for these Terms and Conditions and the entire legal relationship between the Customer and ourselves. The provisions if the UN Convention on the International Sale of Goods and other international and supranational laws shall not be applied.
2. Where the Customer is a business owner, legal entity under public law or special fund under public law, Bad Homburg v.d.H. shall be the exclusive court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. Should individual provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by one which comes closest to the economic intent.