



General Terms of Business for the Sale and Delivery

Scope

The following terms are applicable only to businesspersons, legal entities under public law or of public utilities or separate public legal assets.

I. Application

1. Orders become binding only after HC Hessentaler Container has confirmed the order. If the customer does not disagree with the content of the order confirmation within 7 days, the contract shall become binding under the conditions listed in the confirmation, even if due to a transmission, communication or clerical error the conditions differ from the original agreement.

Variations and additions to the tender shall be made in writing. All offers and tenders are subject to alterations, unless they are explicitly marked as fixed. Quantities or sizes are, unless expressly specified as binding, non-binding approximate values. Technical modifications are reserved.

2. These terms are valid in respect to on-going business and also future business, even if not expressly stated, as long as these terms have been referred to at the occasion of a previous order confirmed by HC Hessentaler Container.
3. Business terms of the customer do not apply, even if not expressly disagreed with by HC Hessentaler Container, unless HC Hessentaler Container has expressly agreed to them in writing. The regulations governing distance selling to customers are not transferable to commercial business relationships, not even in corresponding situations.
4. Should any one clause be or become void, the validity of the remaining clauses is not affected.

II. Prices

1. Prices shall be considered to be ex works, excluding freight, customs or import duties or ancillary export charges and packing, plus VAT applied at the legally proscribed rate.
2. Previous prices do not bind HC Hessentaler Container in subsequent orders.

III. Delivery and Acceptance Obligations, Force Majeure

1. Delivery schedules commence with the receipt of all documentation, necessary for the execution of the order, down payment or the timely provision of materials, if such were agreed. The supply deadline is considered fulfilled upon receipt of the delivery advice note, even when the actual delivery is delayed or has become impossible, provided HC Hessentaler Container did not cause the delay.
2. If an agreed delivery was not completed on time due to the direct fault of HC Hessentaler Container, the customer must in each case allow an appropriate period of grace.
3. Reasonable partial delivery is deemed acceptable.



4. HC Hessentaler Container reserves an over- or under-delivery over up to 5% of the order quantity in small packaging and technical blow moulded parts due to process.
5. HC Hessentaler Container may demand a firm commitment to on-call contract periods, manufacturing quantities and delivery schedules three months after receipt of an order at the latest. If the customer is unwilling to make such a commitment within three weeks, HC Hessentaler Container is entitled, after further extension of two weeks, to withdraw from the contract after expiration of the latest deadline and/or demand compensation.
6. If the customer fails to duly accept a delivery, HC Hessentaler Container is not bound by any regulation regarding re-sale and may freely dispose (if possible) any delivery items after prior notification of the customer, regardless of any other rights or regulations governing disposal sales. If a freely dispose or a re-sale is not possible HC Hessentaler Container shall invoice the goods to the customer.
7. HC Hessentaler Container may delay delivery because of force majeure for the duration of the difficulties, including an appropriate time for a return to normalcy, or in the case of non-completion of a delivery rescinds the contract wholly or in part. As force majeure qualify strikes, lockouts or unforeseeable and unavoidable situations, such as breakdowns or transport delays or interruptions, lack of raw materials or energy through no fault of HC Hessentaler Container, which, notwithstanding all reasonable efforts, render on-time delivery by HC Hessentaler Container impossible. This also is the case when the aforementioned delays occur after previous delays or when delays occur with a sub-contractor.
8. The customer may request HC Hessentaler Container to declare within two weeks, whether a cancellation of the contract or a late delivery within a suitable period of grace is appropriate. If HC Hessentaler Container does not respond to the request, the customer may rescind not yet completed parts of the contract.
9. HC Hessentaler Container shall inform the customer without delay when force majeure, as defined in clause 1 has occurred. HC Hessentaler Container is obliged to minimize the inconvenience to the customer; if necessary, they may have to hand over the moulds for the duration of the obstruction. By providing the mould, for example, the customer is not exempt from his purchase obligations.

IV. Terms of Payment

1. All payments are to be made in € (EURO) and shall go solely to HC Hessentaler Container. In the absence of a different arrangement the purchase price for supplies or other services is to be paid net within 30 days from the billing date, when the payment arrives at the bank account from HC Hessentaler Container. The same applies for payment with agreed discount.
2. For payments from foreign countries bank charges are always to be paid by the invoice recipient.
3. On excess of the agreed payment date, interest at the statutory rate of interest of 8 percentage points above the respective base rate in accordance with § 247 BGB (Common Law Code), unless HC Hessentaler Container can prove higher damages.
4. Cheques are only acceptable with the expressly written agreement and only to discharge existing obligations. All costs, associated with this type of payment, shall be at the expense of the customer.
5. The customer may offset an account or exercise his right to withhold payment only if his claims are indisputable or established in law.
6. Sustained non-compliance with the terms of payment or circumstances that raise serious doubts as to the creditworthiness of the customer will result in claims for all payments becoming due immediately.



Moreover HC Hessentaler Container is also entitled to demand pre-payment for all outstanding deliveries and even to cancel the contract if an appropriate deadline has not been kept.

V. Packaging, Dispatch, Risk Transfer and Acceptance Delays

1. Deliveries shall be made EXW Schwaebisch Hall – Hessental without packaging and without customs, unless differently conditions are made in writing and were agreed by HC Hessentaler Container.
2. Unless agreed to differently, HC Hessentaler Container chooses the packaging, mode of transport and transport route. HC Hessentaler Container is entitled to conduct their shipping business by commissioning their selected dispatcher under the customary agreed conditions.
3. The transport risk transfers to the customer upon goods leaving the factory, even if delivery is free work. If the customer delays a delivery, the risk transfers to the customer as soon as the dispatch advice note has been issued.
4. If requested in writing by the customer, goods shall be insured at cost to the customer for the risk coverage requested.
5. If the customer delays acceptance of the delivery HC Hessentaler Container shall be entitled to store the goods with cost to the customer. Should HC Hessentaler Container facilitate the storage of the goods, storage costs to the value of 0.5% of the invoice value of the stored goods for each commenced storage week shall fall due. Higher storage costs must be proven to be applicable.

VI. Reservation of Property Rights

1. Deliveries remain the property of HC Hessentaler Container until all claims of HC Hessentaler Container on the customer have been met, even when the purchase price for specially marked claims has been met. For account customers the reserved property rights to the delivered goods (reserved ownership of goods) are in force as security for HC Hessentaler Container until the balance has been paid in full. If payments are made by means of a bill of exchange, then reserved ownership is not transferred until the bill of exchange has been cleared.
2. Further processing or treatment of goods supplied by the customer may only be carried out by excluding the ownership rights of the customer according to § 950 BGB (Common Law Code) as contracted by HC Hessentaler Container. HC Hessentaler Container becomes co-owner of the thus produced goods to the proportional value of the net sale price to the net post-manufacturing processed cost of the thus produced goods, which serve as reserved ownership goods to secure the property claims of HC Hessentaler Container as per clause 1.
3. For further processing by the customer (in combination or addition) with other goods not owned by HC Hessentaler Container, § 947, 948 BGB (Common Law Code) are applicable, resulting in proportional co-ownership by HC Hessentaler Container in the resulting goods, which are now considered as reserved ownership goods.
4. The re-sale of reserved ownership goods by the customer is only permissible as part of normal commercial practise and on condition that the customer reaches an agreement with HC Hessentaler Container regarding reserved ownership goods as defined in clauses 1 to 3. The customer is not entitled to take any other action in respect of reserved ownership goods, in particular pawning, or using the goods as security.
5. The customer relinquishes herewith already now all claims to HC Hessentaler Container, which may result from the re-sale of goods and all other justifiable claims, including associated rights to his customers. The customer is duty-bound upon request to inform HC Hessentaler Container immediately and



supply all necessary documentation to secure the rights of HC Hessentaler Container against the customers of the customer.

6. When reserved property is re-sold by the customer after further processing action in combination or addition with other goods, not owned by HC Hessentaler Container, according to clause 2 and/or 3 above, the customer cedes all purchase price claims according to clause 5 to the invoice value of the reserved ownership goods of HC Hessentaler Container.
7. Should the value of the securities held by HC Hessentaler Container exceed the total billed value of the goods by more than 10% HC Hessentaler Container must release such securities to a commensurate value; HC Hessentaler Container may nominate the securities to be released.
8. HC Hessentaler Container must be notified without delay of any confiscation or seizure of reserved ownership goods by a third party. All associated costs due to such intervention are to be borne by the customer, as far as they are not borne by third parties.
9. Should HC Hessentaler Container, taking action according to the above clauses, make use of their right to take back the reserved ownership goods, HC Hessentaler Container is entitled to an unencumbered sale or auction of said goods. The value of the returned reserved ownership goods shall be as sold or auctioned and no higher than the agreed supply price. Further claims for compensation, in particular compensation for loss of earnings, are reserved.

VII. Warranty for Material Defects

1. The product description defines the quality and design of the products or the implementation in the case of an agreed product sample, which HC Hessentaler Container at their discretion shall submit to the customer for evaluation. Apart from that No. XII clause 1 applies. Any reference to technical standards is an aid to define product quality and is not to be interpreted as a definition of product integrity. The usual industry standard tolerances apply. In the absence of a written agreement, the production shall be executed with standard industry materials and according to agreed, and in the absence of an agreement, according to generally accepted production processes. Minor variations from the original in the reproduction of colour do not constitute a defect; this also applies to variations in the final proof and the print run.
2. HC Hessentaler Container, after advising the customer beyond their contractual obligation, is liable to warrant the functionality and suitability of the supplied goods only after expressed prior assurance.
3. Defects are to be notified in writing without delay. Hidden defects are to be notified immediately after discovery. In every case the warranty expires, unless otherwise agreed, after twelve months after risk transfer.
4. If defects are proven HC Hessentaler Container is obliged to make a supplementary performance (at their discretion either by rectifying or replacing the faulty product). The customer is entitled to reduce the purchase price or rescind the contract, if HC Hessentaler Container does not fulfil their obligation to replace goods within a reasonable period, or after replacements fail repeatedly. Further claims, especially reimbursement of incurred costs or compensation and damages due to the faults are covered under warranty liability limitations according to No. VIII. Replaced parts are to be returned to HC Hessentaler Container at their request and cost.
5. Unauthorized re-working and improper handling of parts result in the loss of any right to claim compensation for defective parts. The customer is entitled, after prior consultation with HC Hessentaler Container, to repair defective parts to avoid excessive damage or if HC Hessentaler Container fails to cure the defects, and as a consequence to demand reimbursement of appropriate costs.



6. Normal wear and tear caused by normal usage does not provide the right to make warranty claims.
7. A right to referred warranty provision according to §§ 478, 479 BGB (Common Law Code) exists only to the extent of a rightful claim by the consumer and to the limit of statutory provisions, but not for any arrangement of goodwill made with HC Hessentaler Container and supposes the exercise of the obligation of the party holding the rights to referred warranty provisions to report any deficiencies.

VIII. General Limitations of Liability

1. HC Hessentaler Container's liability is limited only to cases in which they, their leading employees or sub-contractors are guilty of culpable intent, gross negligence or injury to life, limb and health.
2. The statutory product warranty is unaffected independent of any blame as well as any liability in respect of the legal fulfilment in regard of any product integrity warranty.
3. Unaffected is also the liability in the case of culpable neglect of major contractual obligations; however, the liability is restricted in cases of No. 1 to foreseeable direct damages commonly encountered in contracts. Major contractual obligations shall be understood to cover fundamental, elementary obligations resulting from the contract relationship, which are important to the orderly and proper execution of the contract and substantially influence the relationship of trust between the contract partners, especially the supply and important reporting obligations.
4. However, this implies no change in the requirement of proof to the disadvantage of the purchaser.

IX. Moulds and Tooling

1. The price for moulds does not contain the once-off costs for the making of prototypes, and no costs for test and processing procedures, nor costs incurred by customer initiated alterations. Any samples required by HC Hessentaler Container are at their own costs.
2. HC Hessentaler Container has and retains ownership of all moulds made by HC Hessentaler Container for the customer or by a contracted third party, unless agreed to differently, until the customer have done the full payment. Moulds shall be used only for customer orders as expressly agreed, for as long as the customer continues payment and acceptance obligations. HC Hessentaler Container's requirement to store the moulds expires two years after the last delivery of parts produced with the moulds. The customer shall be notified before their elimination.
3. If a contract is completed, but the forms are not amortized yet, HC Hessentaler Container is able to take the remaining amortization amount as a whole immediately into account.
4. If so contractually agreed, the property of the moulds shall transfer to the customer after the full payment of their purchase price. The actual transfer of moulds to the customer is replaced by the storage of the said moulds to the benefit of the customer. Irrespective of the legal right of handing over the customer and the life of the moulds, HC Hessentaler Container is entitled to exclusive possession of it until the end of the contract period. HC Hessentaler Container shall mark the moulds as outside property and insure said property at the customer's request and expense.
5. The liability of HC Hessentaler Container in respect of storage, care and maintenance of moulds owned by the customer as per clause No. 4 and/or moulds loaned by the customer to HC Hessentaler Container is subject to like treatment of proprietary property. Costs for maintenance and insurance are borne by the customer. The obligations of HC Hessentaler Container cease when, after completion of the contract and a corresponding request, the customer fails to collect the moulds within an appropriate



period. HC Hessentaler Container has the right to withhold the moulds as long as the customer has not complied with the full extent of contractual obligation.

X. Design/Mock-up/Documentation

1. HC Hessentaler Container retains the exclusive ownership rights and copyrights of the drafts, documentation, sketches, drawings and sundry other documents. Inasmuch as the customer provides samples and ideas, HC Hessentaler Container receives a co-copyright to the extent to which the sample or concept was fashioned by HC Hessentaler Container.
2. If no order results, the customer is obliged to return to HC Hessentaler Container without delay all provided documentation, including any copies made. Digital copies have to be permanently destroyed.
3. HC Hessentaler Container is released from any possible claims of third parties during the provision of models and ideas.
4. Any drafts, drawings, mock-ups and similar things produced by HC Hessentaler Container, remain the property of HC Hessentaler Container, even if production costs have been invoiced to the customer.

XI. Provision of Materials

1. If the customer supplies production materials, said materials are to be delivered at the customer's own cost and risk, on time and in good order, with a quantity premium of at least 5%.
2. If the above requirement is not fulfilled, the delivery deadline shall slip accordingly. The customer has to bear any additional costs, including extra costs incurred due to breaks in production, except in the case of force majeure.

XII. Rights to Commercial Protection and Legal Limitation

1. For all deliveries based on drawings, models, prototypes/samples or parts supplied by the customer, the customer warrants that the commercial rights of third parties in the country of destinations of the goods are not injured. HC Hessentaler Container may inform the customer about known laws and rights, but they are not obliged to carry out investigations. The customer shall release HC Hessentaler Container from any claims of a third party at first request and pay compensation for any resulting damage. After an injunction by the third party to protect the commercial rights of the third party has been issued, HC Hessentaler Container is entitled to stop all work – without any examination of the legal position – until the customer and the third party have clarified the legal position. If the continuation of the contract should become unsustainable to HC Hessentaler Container, HC Hessentaler Container may cancel the contract.
2. Any drawings and samples that were made available to HC Hessentaler Container, but did not result in a contract, shall be returned when requested; otherwise HC Hessentaler Container is entitled to destroy them three months after the issue of the quote or tender. The same obligation applies also to the customer. The party entitled to dispose shall inform the other party of the intention to destroy the documents in time.
3. HC Hessentaler Container retains all property rights, copyrights and, if applicable, rights to commercial protection, in particular the rights of utilization and exploitation of models, moulds, devices, designs and drawings made by them or for them under contract by a third party. If requested, the customer shall return all records, documentation, moulds, samples or models, including all copies made thereof, to HC



Hessentaler Container without any delay.

4. For all other defects of title No. VII apply accordingly.

XIII. Food authenticity and Recycling Materials

1. If a product is intended to come into contact with foodstuffs, the customer shall be responsible for testing the suitability of the used materials for the specified food in advance.
2. Recycled raw materials shall be carefully selected by HC Hessentaler Container. Regenerative plastics may, however, exhibit greater variation of surface characteristics from one charge to another, such as colour, purity, odour and physical or chemical properties, which the customer may not claim as a fault. However, HC Hessentaler Container, if requested, shall relinquish possible claims of sub-suppliers to the customer; but HC Hessentaler Container does not guarantee the continuance of these claims.

XIV. Production and Legal Venue

1. The production venue is the factory of HC Hessentaler Container GmbH.
2. Legal venue is on the choice of HC Hessentaler Container, their headquarter or the location of the customer.
3. German law applies exclusively, excluding the UN Law on Trade.