

## **General Standard Terms and Conditions of Purchase of RSH POLYMERE GmbH**

### **1. General Information**

- 1.1. These General Standard Terms and Conditions of Purchase shall apply exclusively to all, including future, orders and purchase orders. Any deviating terms and conditions of sale on the part of the supplier or ancillary agreements shall only become effective if we have acknowledged them in writing. Neither deferred objection nor acceptance of the merchandise or its payment shall be considered as acknowledgment.
- 1.2. These General Standard Terms and Conditions of Purchase shall apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code [BGB], legal entities under public law and special funds under public law.

### **2. Offers and Purchase Orders**

- 2.1. Any offers shall be free of charge for us.
- 2.2. Our purchase orders shall only be binding if they are at least in text form. Acceptance of our purchase order shall take place in the same form within two weeks as of receipt. We shall be entitled to revocation upon elapse of this term.
- 2.3. All of the terms and conditions, specifications, standards and other documents included with or specified in the purchase order shall form the contents of the purchase order.
- 2.4. The supplier shall be obliged to regard the purchase order and all of the commercial and technical details associated herewith as business secrets and treat them in a confidential manner.
- 2.5. We shall within reason be entitled to require changes to the delivery item from the supplier. The supplier shall implement the changes within an appropriate period. Mutually suitable regulations shall be made with regard to the effects, in particular with regard to additional and reduced costs as well as the dates of delivery.

### **3. Scope of Delivery and Performance, Passing of Risk**

- 3.1. The date of delivery indicated in the purchase order and the place of performance shall be binding.
- 3.2. In order to allow us to take the necessary preparatory organizational measures, in particular the creation of storage capacities, the supplier shall not be entitled to deviate from the periods and/or the dates of delivery specified in the purchase order without our prior written consent. This also applies to premature delivery. Proper delivery of the merchandise to the agreed place of performance shall be determining for compliance with the date and/or period of delivery.

- 3.3. The supplier shall be obliged to indicate our purchase confirmation number in all documents related to our purchase order. Any and all shipping documents shall be provided in proper fashion with the information prescribed by us, in particular with our purchase confirmation number. The values determined by us during inspection of incoming goods shall be determining for weights.
- 3.4. Unless otherwise agreed delivery shall be to the receiving agency indicated by us, free of charge and at the seller's expense.
- 3.5. The delivery shall be in suitable delivery packaging while taking the general regulations on transport and freight into consideration. Packaging shall be included in the agreed purchase price. The supplier shall be responsible for the cost of return and exploitation if in accordance with the German Packaging Ordinance the supplier is obliged to take back the used packaging.
- 3.6. Partial deliveries shall require our consent and are to be marked as such in the shipping documents.
- 3.7. Excess deliveries do not result in a tacit contract modification and are not to be separately remunerated. The supplier may reclaim them at any time at the supplier's expense. The supplier shall be obliged to collect them immediately at our request. In this case the supplier shall be obliged to compensate us for the storage and maintenance costs incurred in the period between receipt of the collection request and collection of the excess delivery. If the delivery represents a commercial transaction for the supplier and if the supplier is in arrears with collection of the excess delivery, then we may also exploit such at our option in accordance with Section 373 of the German Commercial Code [HGB].
- 3.8. The risk shall pass to us only with acceptance by our receiving agency.
- 3.9. Any events of force majeure shall relieve the supplier and us from the obligations to perform for the duration of the disturbance and to the extent of its effect. The party concerned shall be obliged to immediately inform the respective other contracting party and do everything within reason in order to limit the effect of such events. The party concerned shall be obliged to immediately inform the respective other contracting party about the end of the disturbance. We or the supplier may withdraw from the agreement if such event permanently prevents performance. This shall also apply if such an event persists for more than three months.

#### **4. Prices and Terms of Payment**

- 4.1. The agreed prices shall be fixed prices without value added tax.
- 4.2. The supplier shall be obliged to issue an invoice for each delivery. The invoice must contain any and all of the information required in accordance with the respectively valid German Value Added Tax Law.

- 4.3. Payment shall take place at our option within eight days with a 3% cash discount or within thirty days without deduction. The period begins with receipt of the contractually stipulated service and a proper and verifiable invoice. However, in the case of acceptance of premature deliveries the period shall begin with the agreed date of delivery at the earliest.
- 4.4. The supplier shall not be authorized to assign claims to which the supplier is entitled against us or to have such collected by third parties. Section 354a of the German Commercial Code [HGB] shall remain unaffected.
- 4.5. The supplier shall be entitled to setoff against our claims or to assert a right of retention only if and insofar as the supplier's claim is undisputed or the subject of declaratory judgement.

## **5. Warranty and Liability for Defects**

- 5.1. The supplier shall be responsible for ensuring that the merchandise delivered is free of defects as to qualities and titles. We shall be entitled to statutory warranty rights unless otherwise regulated or supplemented in these terms and conditions of purchase.
- 5.2. Insofar as is relevant Sections 478 and 479 of the German Civil Code [BGB] shall apply without restriction. Notices of defects on the part of the consumer are to be forwarded to us immediately.
- 5.3. The supplier shall warrant provision of the supplier's deliveries in accordance with the agreed specifications in a manner customary in trade and to perform thoroughgoing quality control prior to delivery.
- 5.4. The materials must be dry, clean, non cross linked, without barrier or other coextrusion layers, strictly according to type as well as free from metals, flitter, mica, lacquer, flame retardants, post consumer odors and other foreign substances. This shall apply even if the material has been sampled and tested or already delivered to us before in same quality without reclamation. An exception shall apply only if the supplier has indicated in advance that one or more of the aforementioned terms and conditions will not be fulfilled and we have acknowledged this in writing.
- 5.5. We shall perform an inspection of incoming goods only with regard to obvious defects as well as identity and quantity discrepancies. We shall report such defects without undue delay. Furthermore, we report other defects without undue delay as soon as we have determined them in accordance with the circumstances of the proper course of business. Payments shall not mean a waiver of the right to make a claim.
- 5.6. At our option the supplier shall be obliged to eliminate the defect or to provide substitute delivery. In this case the supplier shall be entitled to a maximum of two attempts at subsequent performance. We shall be entitled to eliminate the defect ourselves or to have such eliminated by third parties after notifying the supplier, if

there is a threat to operational safety, the danger of an unusually high level of damage or in order to maintain our deliverability vis-à-vis our customers. The supplier shall be responsible for any costs incurred as a result. The same shall apply if the supplier seriously and ultimately refuses to eliminate the defect or has not eliminated the defect after unsuccessful elapse of an appropriate period prescribed by us in writing.

- 5.7. The period of limitation for claims based on defects shall amount to 36 months as of passing of the risk. Sections 478 and 479 of the German Civil Code [BGB] shall remain unaffected.

## **6. REACH**

- 6.1. The seller shall warrant that the seller's deliveries correspond to the provisions of EU Regulation No. 1907/2006 on the registration, evaluation, approval and restriction of chemical substances (REACH regulation).
- 6.2. The substances contained in the seller's products are, insofar as required under the provisions of the REACH regulation, pre-registered and/or registered after elapse of the transition periods if the substance is not exempted from registration.
- 6.3. In accordance with the provisions of the REACH regulation the seller shall provide safety data sheets and/or make the information required in accordance with Art. 32 of the REACH regulation available. On request the seller shall also provide the information in accordance with Art. 33 of the REACH regulation.
- 6.4. Sellers who have their principal place of business in countries outside of the EU shall be obliged to provide us with the registration number following registration, upon confirmation of the order at the latest, insofar as they have appointed an exclusive representative (Art. 8 REACH regulation) and the agreed delivery is covered by such registration. If an exclusive representative has provided for a pre-registration or registration that covers the delivery, then the seller shall include a corresponding certificate with the delivery. The exclusive representative with a principal place of business in the EU shall be indicated by name and the address in the European Union.
- 6.5. If the seller violates any of the aforementioned obligations, then we shall be entitled to cancel the corresponding purchase order at any time and to refuse acceptance of the corresponding delivery without incurring any costs as a result.

## **7. Liability, Product Liability**

- 7.1. In accordance with statutory provisions we shall be liable without restriction for intent and gross negligence. In the case of violation of a substantial contract obligation we shall also be liable for ordinary negligence. Our liability in the case of ordinary negligence shall be limited to the typically occurring damage foreseeable upon conclusion of contract. Substantial shall be all contract

obligations whose fulfillment make proper execution of the agreement at all possible and compliance with which the contracting party may routinely rely on. The above provisions shall also apply in the case of culpability on the part of our legal representatives or vicarious agents.

- 7.2. The above limitations of liability shall not apply to physical injury and damage to health as well as loss of life. Claims arising out of product liability shall also not be affected by the above limitations of liability.
- 7.3. Insofar as liability for the payment of damages is excluded or limited, then this shall also apply with regard to personal liability for the payment of damages on the part of our staff, employees, coworkers, representatives and vicarious agents.
- 7.4. If claims are asserted against us by a customer or third party due to product liability, then the supplier shall be obliged to indemnify us against any and all such claims on first request if and insofar as the damage (in relation to us) is attributable to the supplier's sphere of control and organization. In these cases the supplier shall be responsible for any and all costs and expenditures, including reasonable costs of prosecution. If an error in the delivery item makes a recall campaign necessary or if such is officially ordered, then the supplier shall likewise be responsible for any and all costs and expenditures of the recall campaign. We shall reach agreement with the supplier  
– insofar as reasonable and possible – with regard to the contents and scope of the recall measures to be taken. Statutory provisions shall apply in all other respects; in particular the regulations of Sections 478, 479 of the German Civil Code [BGB] shall remain unaffected.

## **8. Retention of Title**

Any deliveries to us shall be free of retentions of title or rights of third parties (e.g. rights of lien, conditional sale). Retention of title by the supplier is expressly not recognized by us.

## **9. Data Processing**

We hereby point out that we process the data of the buyer, which are in the context of the business, in the sense of the EU General Data Protection Regulation (EU-GDPR) and the federal data protection law (BDSG new). For further details and related rights, please refer to our privacy policy.

## **10. Final Provisions**

- 10.1. Insofar as the supplier is a merchant our principal place of business shall be the exclusive place of jurisdiction. However, we shall be entitled to bring action against the supplier at every other legal place of jurisdiction.
- 10.2. Insofar as the supplier is a merchant our principal place of business shall be the place of performance.
- 10.3. Should any of the provisions of these General Standard Terms and Conditions of

Purchase be invalid either in part or as a whole, then the validity of the remaining provisions shall not be affected. A regulation which most closely approximates the economic purpose of the agreement while observing the respective mutual interests shall replace the partially or wholly invalid regulation.

**10.4.** The law prevailing in the Federal Republic of Germany shall apply exclusively with the exception of its international private law; the United Nations (Vienna) Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

**10.5.** The German version of these terms and conditions shall be relevant. Versions in other languages are only translations.