



NOVOPLAST

Precision in plastic

GENERAL TERMS OF SALE OF EUROPEAN PLASTICS PROCESSORS - Technical Parts - (Plasteurotec)

I. General provisions

1. These Terms of Sale apply in the member states of the European Plastics Converters Association (EuPC)*.
 2. Orders only become binding with regard to type and scope of delivery once they have been confirmed by the supplier. Amendments and additions must be made in writing.
 3. In the case of ongoing business relationships these Terms also apply to future transactions with no explicit reference being made to them, if agreed by the partners in connection with an earlier order. Should alternative provisions arise on the part of the purchaser or the supplier in place of these General Terms of Sale, they must be expressly agreed by the partners. Should individual provisions become void, the remaining provisions shall remain unaffected.
 4. Conditions of purchasing on the part of the purchaser are only binding on the part of the supplier if explicitly acknowledged by the latter.
- * Austria, Belgium, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom.

II. Prices

1. Unless otherwise agreed, prices apply ex works exclusive of packaging and plus VAT/sales tax at the applicable legal rate.
2. Should the price be agreed on the basis of component weight, the final price shall be based on the weight of the outturn samples provided.
3. The price of the moulds also includes sampling costs but not the costs of testing and processing equipment or any modifications requested by the purchaser.

III. Supply and purchase obligations

1. Delivery periods begin following receipt of all documentation required for the execution of the order, and punctual material orders and agreed advance payments where applicable.
2. Should an agreed delivery period not be met through the fault of the supplier, the purchaser shall be entitled, to the exclusion of any further claims, to demand appropriate compensation or withdraw from the contract following a reasonable grace period, provided notification of the rejection of the delivery was given when the grace period was agreed.
3. Reasonable part deliveries and deviations of up to $\pm 10\%$ from orders are permissible.
4. The supplier is obliged to accept follow-up orders with reasonable delivery periods provided it holds property rights to the moulds, tools and equipment of the purchaser or is obliged to keep its own purchaser-related moulds, tools and equipment. This obligation entails no commitment to earlier price agreements. The same applies to running orders should cost factors (e.g. raw material prices, exchange rates, etc.) change significantly.
5. Cases of force majeure affecting the supplier or its subcontractors shall extend the delivery period accordingly. This also applies to intervention by the authorities, difficulties with the supply of energy and raw materials, strikes, lockouts and unforeseeable delivery problems, provided they are not attributable to the supplier. The supplier shall inform the purchaser of any such occurrence immediately. The supplier shall be required to minimize any inconvenience to the purchaser as far as possible, where appropriate by releasing moulds, tools and equipment for the duration of the disruption.

IV. Transfer of risk, packaging and shipping

1. Risk is transferred to the purchaser on the departure of the goods from the site, even in the case of freight-free delivery.
2. In the case of delays in dispatch that are attributable to the purchaser, risk is transferred as soon as notification of readiness for shipment has been provided.
3. Unless otherwise agreed, the supplier shall select the packaging and mode of shipment at its discretion. At the written request and cost of the purchaser, the goods shall be insured against breakage, transport and fire damage.

V. Provision of material

1. Should materials be provided by the purchaser, they are to be delivered in a timely manner and in accordance with the agreed specification at the cost and risk of the purchaser, with a reasonable excess quantity of at least 5%.
2. If these requirements are not met, the delivery period shall be extended accordingly. Except for cases of force majeure, the purchaser shall bear the resulting additional costs, including those for the interruption of production.

VI. Moulds, tools and equipment

In view of the varying legal situations in individual European countries, the contracting parties reserve the right to reach an agreement regarding the ownership of or ownership rights to moulds, tools and equipment.

1. If the supplier is the owner of the moulds, tools and equipment, these shall only be used for orders issued by the purchaser, provided the latter meets its payment and acceptance obligations. The obligation of the supplier to retain moulds, tools and equipment expires two years after the final parts delivery and following notification of the purchaser.
2. If the purchaser is the owner of the moulds, tools and equipment, the supplier is entitled to retain the moulds, tools and equipment until the purchaser has met all the conditions of the agreement. The handover of the moulds, tools and equipment to the purchaser shall be replaced by the obligation of the supplier to retain them. Independently of the purchaser's legal claim to receive the moulds, tools and equipment and the lifespan thereof, the supplier is entitled to exclusive ownership of the moulds, tools and equipment until an agreed minimum quantity has been purchased and/or a particular period of time has passed. The supplier shall be required to label the moulds, tools and equipment as third-party property and to insure them at the request and cost of the purchaser. The supplier shall be entitled

to appropriate compensation for the release of the moulds, tools and equipment and the related knowledge transfer.

3. In the case of the purchaser's own moulds, tools and equipment as per Point 2 and/or moulds, tools and equipment made available on loan by the purchaser, the liability of the supplier with regard to storage and upkeep is limited to the care applied to its own property. The cost of maintenance and insurance shall be borne by the purchaser. Should the moulds, tools and equipment not be collected on completion of the order and following appropriate notification to the purchaser, the obligations of the supplier shall expire. In this event, the supplier shall be entitled to return the moulds, tools and equipment to the purchaser at the cost of the latter. Should the purchaser fail to meet its contractual obligations to the full, the supplier shall be entitled to retain the moulds, tools and equipment.

VII. Retention of title

1. Deliveries are made under retention of title, including extended retention of title, provided this right exists in accordance with the laws of the relevant country. Corresponding agreements may have to be reached where applicable.
2. The same applies to deliveries outside the scope of these Terms of Sale, provided a retention of title or extended retention of title is legally possible in the country in which the goods are located at the time of enforcement. Failing this the purchaser undertakes to endow the supplier with all rights provided for under the legislation of the supplier's country to protect claims.

VIII. Liability for defects / product liability

1. The purchaser bears sole responsibility for the design and functionality of the parts, even if it received advice during the development phase – unless the supplier provides a corresponding written undertaking.
2. Notice of defects must be made in writing immediately, at the latest 2 weeks following receipt of the delivery. In the case of hidden defects this period is extended to 1 week following their detection, but no more than 6 months following receipt of the goods.
3. In the case of justified claims the supplier, at its discretion, is obliged to remedy the defect or provide a replacement free of charge. Should the supplier fail to meet this obligation within a reasonable period of time, the purchaser is entitled to demand a reduction of the purchase price or declare its withdrawal from the contract. All cases of breach of contract and their legal consequences, as well as all claims of the purchaser, regardless of the legal grounds upon which they are based, are conclusively settled in these Terms. All claims not explicitly mentioned herein shall be excluded. In no case shall the purchaser have any claims to compensation for damages which did not originate in the delivered item itself, such as claims due to loss of production, downtime, loss of profit, loss of orders or other pure economic loss. Defective parts that have been replaced shall be returned at the request and cost of the supplier.
4. Liability under national product liability legislation remains unaffected.
5. Reworking or inappropriate processing by the purchaser shall result in the loss of any claims based on defects. The purchaser is only entitled to rectify the defect in order to prevent unreasonable damage and to claim compensation for the appropriate costs after first notifying the supplier.

IX. Terms of payment

1. All payments are to be made in the agreed currency exclusively to the supplier.
2. Unless otherwise agreed, the purchase price is to be paid as follows
 - a) For moulds, 50% on confirmation of the order and 50% 30 days after presentation of the outturn samples agreed in the contract, both without discount. In the case of change orders issued by the purchaser prior to production of the moulds and confirmation by the supplier, all cost incurred up to that point are to be refunded.
 - b) For finished parts or other work, within 30 days of the invoice date. Any discount will only be granted if all earlier invoices due have been settled.
3. In the event of delayed payment, default interest is payable without notice at the rate which the bank charges the supplier for current account credit.
4. Should justified doubts arise as to the purchaser's ability to pay, all claims by the supplier shall fall due immediately. In addition the supplier is entitled to withdraw from the contract or demand compensation for non-performance following a reasonable period.

X. Property rights

1. The purchaser is liable vis-à-vis the supplier for the deliveries and services ordered being free from third-party property rights and is to release the supplier from any related claims and shall be liable itself for any damages incurred.
2. Design proposals, models, etc. from the supplier remain the property of the supplier and may only be used or passed on with its consent. Should a delivery contract not be fulfilled due to the fault of the purchaser, the supplier is entitled to appropriate compensation for the preliminary work carried out.

XI. Place of performance and jurisdiction

1. The place of performance is the location of the supplier factory.
2. The place of jurisdiction is the location of the supplier factory, the registered office or headquarters of the purchaser, at the discretion of the supplier.
3. The law of the country in which the supplier factory is located shall apply.