

## **General Terms of Purchase of REPLAST Recycling Plastics sp. z o.o.**

### **I. Validity of the terms**

1. Only our terms of purchase apply. Terms of the supplier that are contrary to or differ from our terms shall not be recognized. Our silence in relation to the supplier's terms, which are different from our terms, shall not constitute recognition of those terms. Our silence with regard to conflicting order confirmations should also not be considered as consent. These terms shall be valid for deliveries and services of all kinds.
2. Any difference in the order confirmation with regard to our orders shall be treated as a rejection of our order. If the delivery still occurs, then it should definitely be considered as agreement to our terms of purchase.
3. Our terms of purchase shall also apply to all future transactions with the supplier.

### **II. Conclusion of the contract, contract documents**

1. Our orders must be confirmed in writing within 10 days. Confirmed dates are the deadlines. Any orders placed directly orally or by phone shall be effective only after their confirmation by us, in writing, via fax or email.
2. The offers of the supplier and its developments prepared in this respect are free of charge for us.
3. All tools, models, designs, drawings and other documents provided by us are our property and may not be disclosed to third parties without permission.
4. The supplier agrees to treat confidentially all the classified commercial information or other information known thereto through the business cooperation with us. It shall be its duty to adequately oblige its sub-suppliers/subcontractors. This obligation shall continue after the end of the economic cooperation.
5. We may require changes to the subject of delivery or the subject of service also after the conclusion of the contract, as long as it is adapted to the capabilities of the supplier. In doing so, due account shall be taken of the implications for both parties to the contract, in particular as regards the increase or reduction of costs and delivery and service deadlines.

### **III. Prices, payments**

1. The prices are fixed, they include the cost of packaging to the agreed place of acceptance and the duty.
2. Invoices for payment must be issued in euros. All invoices must be provided to us in two copies together with all related documents and data, after delivery.
3. We shall have the right to offset the liabilities of our subsidiaries or sister companies towards the supplier.

### **IV. Shipping, packaging, delivery times**

1. The delivery date specified in the order is binding.
2. The delivery must be notified by a shipping notice in which the type, quantity and weight of the goods must be specified. The shipping notices, bills of lading, bills and other correspondence must include our order number.
3. Packaging materials should only be used in the necessary quantity, the supplier will take them back free of charge in accordance with the Packaging Regulation. For the acceptance obligation purposes, the place of service shall be the place of delivery of the goods.
4. If, exceptionally, the packaging is calculated separately, then we can return it to the supplier for a fee of 2/3 of the value without the freight cost resulting from the invoice.

5. The supplier is obliged to strictly comply with the agreed delivery dates and other dates. After the ineffective expiration of the extended period, we shall have the right to withdraw from the contract and claim for compensation.
6. In the event of delay, the supplier shall be liable in accordance with the law. This shall not affect the agreed contractual penalty in the event of a delayed delivery or service.
7. In the event of a delay in delivery, we shall be entitled to claim a flat-rate compensation for damage resulting from the delay, in the amount of 0.5% of the delivery value for each calendar week started, but not more than a maximum amount of 5% of the value of the goods.
8. In the event of an early delivery we shall have the right to send back the goods to the supplier. If we abstain from that, then the goods shall be stored with us until delivery at the cost and risk of the supplier.
9. Force majeure and employee strikes shall release the supplier and us from the statutory performance obligations. Within the accepted framework, we will provide you with the necessary information immediately and we will adapt our obligations to the changed conditions. The same obligation shall be the responsibility of the supplier.

#### **V. Ownership, assignment of claims**

1. Any reservation of ownership in favor of the supplier as well as third parties is excluded. The supplier may assign its claims towards us only with our consent.
2. Any material possibly provided by us as to the supplier, under contract, for their development, shall remain our property. Combining, mixing or working with other materials shall only be done at our request, so that we become a proportional co-owner of the new item. Combining with other movable items, which should be treated as main items, can only take place with our express written consent. The supplier shall be liable towards us for the loss or damage to our property.
3. The supplier may only offset undisputed or legally valid claims against our claims or seek rights of retention.

#### **VI. Claim for defects, guarantee**

1. The supplier shall be liable for its deliveries without limitation in accordance with the provisions of the Act, in addition to the following provisions: the supplier shall be obliged to provide its services without defects, so that they have the characteristics provided in the contract and that have no defects that deprive or reduce their value or their suitability for use normal or planned by us when providing the order.
2. In the case of a defective delivery, we shall have the right to improve the subject of delivery, at the cost of the supplier, if we have a special interest in the rapid use of the item due to the circumstances of the case and if for reasons of time its improvement by the supplier is not possible. Before the improvement starts, we will inform the supplier about this in writing (also by fax or email).
3. We shall have the right to complain about defects within 10 days after acceptance of the goods, in the case of hidden defects, after detecting them.  
This shall also apply to both developed delivery items.
4. The guarantee period is 36 months from the transfer of risk. The longer statutory deadlines shall remain unaffected.
5. The supplier releases us from third party compensation claims for the product, if it is obliged to guarantee for the error triggering the liability.
6. The supplier guarantees the subsequent delivery of spare parts or components for 10 years from the date of delivery.

## **VII. Copyright**

1. The supplier guarantees that the industrial property rights or copyrights of third parties are not infringed by the delivery or service.

It shall be obliged to enable us to use the delivery together with any repairs, changes or additions to the delivered items at home and abroad, and to release us from any claims of third parties related to this.

2. We shall have the right to obtain, at the expense of the supplier, a permit to use the given items of delivery or services from an authorized person.

## **VIII. Other**

1. The supplier shall have no right to commission the performance of the order or its essential parts to third parties, without our written consent.

2. The place of performance of the obligation is the agreed place of acceptance.

3. The sole place of jurisdiction is the place of the registered office of the customer.

4. The law of the Federal Republic of Germany shall apply.

5. If one or several of the mentioned trade terms provision is invalid due to legal provisions, this shall not affect the validity of the remaining provision. Both parties of the contract agree to fill the gaps resulting from the above by a provision that corresponds to the economic purpose of the invalid provision.

Terms of Purchase as of: 01.01.2013