



PVS-Kunststofftechnik GmbH & Co. KG

Terms and Conditions of Purchase for Tools

Preamble

PVS is obliged to grant their purchasers a comprehensive warranty and needs to comply with due dates under all circumstances. In deviation from the provisions of the law, the Contractor / Tool Manufacturer is therefore put under obligations as well. In particular, it is hereby announced that PVS has concluded fixed contracts with his purchasers which demand a high degree of reliability of PVS and which, in addition, provide for high penalties for default and impose extraordinary requirements regarding the rights under the warranty. It must also be noted that a large part of the products of PVS is intended for use by private consumers and that, for this reason, the consumer protection laws and regulations must be complied with in any case. The compliance of the supply contracts with the purchasers is of existential importance for PVS.

Validity

Only our Terms and Conditions of Purchase set forth below shall apply. We shall not recognize any terms and conditions of the Supplier unless PVS expressly consents to their validity in writing.

I. Conclusion of Contracts

1. Our orders shall be based on the following Terms and Conditions, which shall also apply to any future transactions with the Supplier.
2. Written form and the express written consent of PVS shall be required for any additional agreements, collateral agreements or changes.

II. Ordering

1. Our orders shall only be binding if we have placed them in writing or by facsimile; oral agreements shall be invalid.
2. Exceptionally, orders may be placed orally in particularly urgent cases or in order to avoid loss or other costs if the net order value is below 200 EURO. Even in the case of a higher value, the oral placement of orders shall be possible. In such case, however, the oral order shall be confirmed in writing immediately but no later than the following calendar day. For such orders, the Contractor shall state a definite price as a fixed price.
3. The prices stated in our orders shall be binding fixed prices. The acceptance of any orders in which a different price is stated shall not lead to such price being agreed. This shall also apply if the execution of the order is already in progress.

III. Drawings, Models, Tools

1. Drawings, models, tools, samples, working documents and the like which PVS provides to, or pays for, the Supplier shall be or remain property of PVS. Aids required for the production of our tools shall be property of PVS.
2. The possession of any ordered tools which PVS pays for in agreed instalments shall be transferred to PVS in the same ratio.
3. Any required transfer of possession shall be replaced by the Supplier keeping the items safe for us free of charge with the due diligence of a prudent businessman.
4. The Supplier may not provide the above-mentioned items to third parties for inspection nor make them otherwise accessible to third parties without our express written permission.
5. The parts manufactured according to PVS documents may not be supplied to third parties without the written consent of PVS. If the order has been executed or if it has not been placed, the documents shall be returned to PVS without request and free of charge.
6. Prior to the production of the tools, an approval meeting on "The Construction of Resources" shall be held.

IV. Provision of Samples

1. An obligation to provide samples shall exist for parts which must have a particular form or which are not oriented towards standards. For

this purpose, the Contractor shall enclose a completed initial-sample test report (data sheets, acceptance certificates, log) with the first delivery.

2. The Supplier shall be informed of the result of the incoming goods inspection in writing.

V. Delivery Obligations

1. The Contractor shall submit a sound schedule of dates to PVS in writing immediately but no later than two working days after the acceptance of the order; it shall indicate the dates of the end of all agreed manufacturing stages and of the overall completion.
2. Agreed delivery dates and delivery periods shall be binding fixed dates and shall commence on the date of our order. After the expiry of such fixed date, the Contractor shall be in delay without a reminder being required.
3. If the Contractor is unable to fulfil his contractual obligations or to supply the tools in the required quality, he shall inform PVS of this in writing immediately, with the reasons being specified.
4. If the Supplier is in default, PVS may withdraw from the contract without the fixing of a subsequent period for performance being required.
5. In such case, insofar as parts of the works or partly finished tools already exist, the Contractor shall hand them over immediately on the request of PVS and shall deliver them to the premises of PVS at his own expense and risk no later than the calendar day following the termination. If no delivery is performed by the time limit, the Contractor shall permit the collection by PVS; for this purpose, he hereby grants PVS and its authorized staff permission to access his site and, if necessary, his office rooms. The collection shall be performed at the Contractor's expense. For PVS, the purchase of part of a work shall, however, not constitute a contractual obligation but a right that may be granted. In such case, the payment for the part of the work shall correspond to the difference between the order value and the costs of the substitute performance.
6. In case the date of delivery or acceptance, which shall also be a fixed date, is exceeded, PVS may, instead of a withdrawal from the contract, claim a genuine contractual penalty amounting to 5% of the order value per calendar day from the Contractor.
7. The Contractor shall be liable for damage or additional costs resulting from any non-compliance with the contract.
8. The risk shall pass to PVS as soon as the goods have been handed over properly at the place of performance and approved.

VI. Warranty, Liability

1. The Contractor undertakes to manufacture the ordered goods on the basis of our ordering documents, taking into account the most up-to-date findings and methods to the best of his knowledge and belief, so that the compliance with the requirements regarding quality and life can be guaranteed and the prerequisites for a successful provision of samples and series production exist.
2. If a defect exists or assured properties of the work are missing, PVS shall, in deviation from the statutory provisions on warranty, not be obliged to grant the Contractor the possibility of subsequent improvement. After a complaint has been made, PVS may commence the substitute performance immediately. The necessary expenses shall be borne by the Contractor. For this purpose, PVS may retain at least three times the amount which would be incurred for the elimination of the defect. Any further claims of PVS shall remain unaffected by this regulation.



3. During the incoming goods inspection of PVS, the goods will only be checked for externally recognizable damage and externally recognizable deviations in identity and quantities. PVS will make complaints about such defects immediately, within no more than 5 working days after the receipt of the delivery at our location. Besides, we will make complaints about defects as soon as they are detected under the conditions of normal business operations. In this context, the Supplier/Contractor hereby waives the objection of a late complaint for defects other than obvious ones.
4. The claims of PVS due to defects or the absence of assured properties shall become statute-barred after 30 months. The period of limitation shall commence at the time of the acceptance of the work or the contractual performance, respectively.
5. Our payment does not constitute an acceptance of the goods without reservation and does not constitute any waiver of warranty claims even if the defect is known to us at the time of the goods' acceptance and/or the payment.

VII. Dispatch

1. The goods shall be delivered carriage free, incl. the necessary packing, at the Supplier's expense. This shall also apply to any return of goods complained about unless PVS has expressly consented a different arrangement in writing.
2. PVS may refuse the acceptance of deliveries if the consignment documents are missing or incomplete so that a clear identification of the goods supplied is not possible.
3. This shall also apply if the necessary and requested factory inspection certificates and/or safety data sheets have not been enclosed with the delivery

VIII. Reservation of Ownership

1. Material provided by PVS for the performance of orders shall remain property of PVS.
2. It shall be marked specially and clearly as PVS property immediately after the acceptance by the Supplier and may not be disposed of otherwise without our express and written approval.
3. The ownership of any new object created as a result of the processing of our materials shall be transferred to us by the Supplier with no formal transfer of ownership being performed.
4. In order to safeguard himself against the risk of PVS property being destroyed, the Contractor shall take out a liability insurance policy which fully covers said risk. On the request of PVS, the existence of such insurance shall be proved by sending a copy of the relevant policy. In exceptional cases, the liability insurance may be waived by means of a written agreement; in such case, a bank guarantee may be provided (as a principal debtor and with the plea of unexhausted remedies being waived).

IX. Payment

1. An invoice shall be submitted for each delivery. The invoice shall contain all PVS order information so that a smooth accounting control at PVS will be ensured.
2. Payments shall be made within 14 days with a discount of 3% unless PVS has consented to a deviating regulation expressly and in writing. The period for payment shall commence upon receipt of a proper invoice if the invoiced goods have been supplied and are free of any defects.
3. Should the goods have not been delivered by the time at which the invoice is received, the period shall commence at the date of the receipt of the goods.

X. Place of Performance and Jurisdiction

1. The place of jurisdiction shall be the competent court for our company's place of business.
2. The place of performance shall be our company's place of business.

1.5.9 Partial Invalidity

Should individual conditions of these Terms and Conditions be or become ineffective, the effectiveness of the other conditions shall remain unaffected. The ineffective conditions shall be replaced by a regulation which comes closest to its commercial purpose. In addition, the General Terms and Conditions of PVS shall apply insofar as they do not contradict to the above conditions.

You recognize the General Terms and Conditions of Purchase of PVS Kunststofftechnik.



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