

Plasteurotec
European Group of Manufacturers of Plastics Technical Parts

General Terms and Conditions of Sale for European Plastics Processors

Technical Parts

I. General Provisions

1. These terms and conditions of sale apply in the member countries of the European Plastics Converters Associations (EuPC) - Austria, Belgium, Denmark, Finland, France, Germany, Hungary, Italy, The Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom.
2. Orders only becoming binding, in respect of the nature and scope of the supply, when the supplier confirms the order. Amendments and additions must be made in writing.
3. These terms and conditions apply to ongoing business relations even for future transactions in which no express reference is made to them, if they were agreed by both parties in a previous order. If different provisions from the customer or the supplier take the place of these general terms and conditions of sale, they must be expressly agreed by the parties. Should individual provisions become void the other provisions shall not be affected thereby.
4. The customer's purchasing terms are only binding upon the supplier if they are expressly acknowledged by him.

II. Prices

1. Unless otherwise agreed, prices are valid ex works exclusive of packing and plus VAT/sales tax at the respective legal rate.
2. If it is agreed that the price should be dependent on the weight of the parts, the final price will be derived from the weight of the outturn sample released.
3. The price for the moulds also includes the costs of providing samples but not the costs of proving and subsequent adjustments nor for changes requested by the customer.

III. Obligations relating to Delivery and Acceptance

1. The delivery terms begin after receipt of all the reference material needed for the execution of the order, punctual provision of the requisite materials, where applicable, and agreed down payments.
2. If an agreed delivery term is not met through the supplier's fault, the customer is entitled, to the exclusion of any further claims and after an appropriate extension period to demand appropriate compensation or withdraw from the contract if, when the extension period was agreed, he indicated that he may reject the delivery.
3. Appropriate part deliveries and deviations form the orders of up to $\pm 10\%$ are permitted.
4. The supplier is obliged to accept follow-on orders with suitable delivery terms, as long as he holds the rights to the moulds, tools and equipment provided by customer and/or his obligation to keep his own order-related moulds, tools and equipment is still effective. This obligation entails no commitment to earlier price agreements. The same applies to running orders if cost factors (e. g. raw material prices, rates of exchange etc.) change to any considerable extent.
5. Cases of force majeure affecting the supplier or his sub-contractors shall extend the delivery term accordingly. This also applies to interventions by public authorities, difficulties with power and raw material supplies, strikes, lock-outs and unforeseeable delivery problems insofar as they are not attributable to the supplier. The supplier is to notify the customer thereof immediately. The supplier is to keep the inconvenience to the customer to a minimum, if necessary by releasing the moulds, tools and equipment for the duration of the impediment.

IV. Transfer of Risk, Packing and Despatch

1. The risk is transferred to the customer when goods leave the works even when the delivery is freight paid.
2. Where there are delays in despatch attributable to the customer, the risk is transferred as soon as the customer is informed that goods are ready for despatch.
3. Unless otherwise agreed, the supplier is to choose the packing and the method of despatch to the best of his ability. At the written request of the customer, the goods will be insured at his expense against breakage, transport and fire damage.

V. Provisions of Materials

1. If the materials are provided by the customer, they are to be delivered at the latter's cost and risk plus an appropriate surcharge for quantity but at least 5 %, in good time and in accordance with the agreed specification.
2. If he fails to comply with these conditions the delivery term shall be extended accordingly. Apart from cases of force majeure the customer is to bear any additional costs arising, even for the interruptions in production incurred thereby.

VI. Moulds, Tools and Equipment

With regard to the various legal situations in the individual European countries, the contracting parties reserve the right in principle to reach an agreement concerning ownership of the moulds, tools and equipment.

1. If the supplier is the owner of the moulds, tools and equipment, these are only to be used for the customer's orders, provided the customer fulfils his payment and acceptance obligations. The supplier's obligation to keep the moulds, tools and equipment expires 2 years after the last part-delivery and after prior notice has been given to the customer.
2. If the customer is the owner of the moulds, tools and equipment the supplier has the right to retain the moulds, tools and equipment until the customer has fulfilled all the conditions of the agreement. The hand-over of the moulds, tools and equipment to the customer is replaced by the supplier's obligation to store them. Regardless of the customer's legal claim to hand-over and of the life of the moulds, tools and equipment, the

supplier is entitled to sole possession of the moulds, tools and equipment up to acceptance of an agreed minimum unit quantity and/or up to the expiry of a set period. The supplier is to mark the moulds, tools and equipment as someone else's property and insure them, if the customer so requests, at the latter's expense. In the case of hand-over of the moulds, tools and equipment and the associated transfer of know-how, the supplier has a right to appropriate compensation.

3. In the case of the customer's own moulds, tools and equipment as per clause 2 and/or moulds, tools and equipment made available on a loan basis by the customer, the supplier's liability in respect of storage and care is confined to such care as he would take of his own affairs. The supplier's obligations expire after the order has been completed, if the customer does not collect the moulds, tools and equipment, even after being invited to do so. In this case the supplier is entitled to return the moulds, tools and equipment to the customer at the latter's expense. As long as the customer has not fulfilled his contractual obligations in full, the supplier has a right of retention to the moulds, tools and equipment.

VII. Retention of Title

1. Deliveries are made subject to retention of title, inclusive of the extended retention of title where this right exists under the laws of the country concerned. Where appropriate, corresponding agreements must be made.
2. The same applies to deliveries outside the field of application of these terms of sale, insofar as a retention of title and/or extended retention of title is legally possible in the country in which the goods are located at the time the claim is made. Failing this the customer undertakes to endow the supplier with all rights provided for under the legislation of the supplier's country to protect claims.

VIII. Liability for Faults / Product Liability

1. The customer alone is liable for the design and fitness for purpose of the parts, even if he received advice during the development phase, unless the supplier provides the corresponding written undertaking.
2. Claims of faults are to be lodged immediately, and not later than 2 weeks after receipt of the delivery. In the case of hidden faults this term is extended to 1 week from their detection, but in any case not more than 6 months after receipt of the goods.
3. In the case of justified complaints the supplier, at his discretion, undertakes to remedy or to provide a replacement, free of charge. If he does not meet these obligations within a reasonable term, the customer is entitled to declare a reduction of the contract or withdrawal from it. Further claims are ruled out. Faulty parts which are replaced are to be returned at the supplier's request and at his expense.
4. Liability under national product liability legislation is unaffected.
5. Reworking or inappropriate processing by the recipient shall result in the loss of any claims based on faults. The customer is only entitled to rectify the goods in order to avoid unreasonably serious 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 % payable on order confirmation and 50 % payable 30 days after presentation of the outturn samples agreed in the contract, both without any discount. In cases of amended orders from the customer prior to production of the moulds and confirmation by the supplier all costs incurred prior to that are to be refunded.
 - b) For finished parts of other work, payment within 30 days from 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. If justified doubts arise as to the customer's ability to pay, all the supplier's claims fall due immediately. In addition the supplier is entitled to withdraw from the contract or demand claims for non-performance after an appropriate period.

X. Copyright

1. The customer is liable vis-à-vis the supplier for the supplies and services ordered being free from third party property rights and he is to release the supplier from any corresponding claims and will be liable himself for any damages incurred.
2. The supplier's design proposals, patterns, models etc. remain his property and may only be used or passed on with his consent. If a delivery contract is not fulfilled owing to the customer's fault, the supplier is entitled to appropriate compensation for the preliminary work he has done.

XI. Place of Performance and Jurisdiction

1. The place of performance is the location of the supplier's factory.
2. The place of jurisdiction is the location of the supplier's factory, the registered office or the headquarters of the customer, as the supplier may choose.
3. The law of country in which the supplier's factory is located shall apply.