

General Terms and Conditions (GTC) of PLASUS GmbH

(registered at Amtsgericht Augsburg, Germany, HRB 29314)

§ 1 General, scope, offer and conclusion of contract

(1) The agreements, deliveries, services and offers of PLASUS GmbH (hereinafter: PLASUS) are subject exclusively to these terms and conditions. PLASUS does not recognize terms to the contrary or terms demanded by the customer which deviate from PLASUS' terms and conditions, unless PLASUS has agreed to their validity in writing. These terms and conditions also apply if, aware of conflicting or deviating terms and conditions of the customer, PLASUS carries out delivery unconditionally.

(2) PLASUS general terms and conditions, published principally on PLASUS' homepage, apply in their current version for all current commercial relationships.

(3) The invalidity of individual provisions shall not affect the validity of the remaining provisions; the same applies if individual provisions are not applied. All agreements made between PLASUS and the customer for the execution of the contract are set forth in writing in this contract.

(4) If an order of the customer qualifies as an offer in accordance with German law BGB § 145 [German Civil Code], PLASUS can accept it within 2 weeks.

(5) A contract is made only upon acceptance by confirmation in writing or by delivery without order confirmation.

§ 2 Dimensions, weights, designs and any changes thereto

(1) Drawings, illustrations, dimensions, weights or other performance data are only binding if expressly agreed in writing. The dimensions and weights quoted by PLASUS are non-binding guidelines.

(2) PLASUS reserves the right to make changes in dimensions, weights and designs insofar as there is just cause and the changes are reasonable for the customer. However, PLASUS is obliged to make such changes to products already delivered.

§ 3 Reservation of proprietary rights

(1) Until full payment of invoices and compensation for other existing claims arising from the purchase or supply contract, PLASUS reserves title to the goods. This also applies if it belongs to plant, but is exchangeable. In the case of breach of contract by the customer, especially in payment arrears, PLASUS is entitled to recover the goods. The recovery of the goods by PLASUS is a withdrawal from the contract.

(2) In the case of seizure of the goods or other interventions by third parties the customer is to inform PLASUS in writing without delay so that PLASUS can bring an action pursuant to § 771 ZPO [German Civil Process Order]. If the third party is unable to reimburse PLASUS for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for any loss incurred by PLASUS.

(3) The customer is entitled to resell the goods in the ordinary course of business; however, the customer herewith already assigns to PLASUS all claims resulting from the resale that the customer has against his customers or third parties, regardless of whether the goods have been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. PLASUS' authority to collect this claim itself remains unaffected. However, PLASUS does not collect the claim as long as the customer meets his payment obligations from the collected proceeds, the customer is not in payment arrears and in particular no application for the opening of insolvency proceedings is filed or payments are suspended. If this is the case, PLASUS can demand that the customer informs PLASUS of the assigned claims and their debtors (third parties), provides PLASUS with all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.

(4) If the goods are inseparably combined with or bound to other third party items, PLASUS acquires co-ownership of the new item in the proportion of the value of the goods to the other processed items at the time of the combination.

§ 4 Transfer of risk

(1) Unless the order confirmation states otherwise, delivery is agreed "ex works", i.e., the risk passes to the customer as soon as the goods have been handed over to the person performing the transportation or have left our warehouse for the purposes of shipment.

(2) PLASUS will cover delivery with transport insurance at the customer's express wish; the costs shall be borne by the customer.

§ 5 Time of delivery/performance, delay of acceptance/delivery

(1) The contractually agreed delivery times and terms of delivery apply. Delivery times and terms of delivery are only binding if expressly agreed in writing and subject to correct and timely delivery to PLASUS.

(2) If the customer is in failure of acceptance or culpably violates other obligations to cooperate, PLASUS is entitled to demand

compensation for the damages in so far incurred, including any additional expenses. Further claims are reserved.

(3) If the parties have not agreed a delivery or shipment of the goods, and the customer is in default of acceptance, the risk of accidental loss or of accidental degradation of the item purchased transfers to the customer at the point at which the customer has become overdue in accepting them.

§ 6 Prices and payment methods

(1) Unless not otherwise provided in the order confirmation, PLASUS prices are "ex works" excluding packaging and shipping. These will be invoiced separately.

(2) PLASUS reserves the right to change prices accordingly if there are any reductions or increases in costs after conclusion of the contract, in particular owing to collective wage agreements or changes in prices of materials. We will provide evidence of these changes to the customer upon request.

(3) The statutory VAT is not included in the pricing; it will be stated separately in the invoice at the legal rate on the day the invoice is issued.

(4) The deduction of discounts, rebates or discounts require a special written agreement.

(5) Unless the order confirmation or other agreements state otherwise, the invoices are payable in full upon receipt of the invoice.

(6) PLASUS is entitled to demand partial payments for partial deliveries and partial services. The invoices for the partial payments are payable in full upon receipt of the invoice.

(7) In case of delay of payment by the customer, the statutory provisions shall apply. The assertion of further claims for damages due to delay remains unaffected.

(8) If the ownership or legal form of the company of the customer changes or if PLASUS becomes aware of circumstances that cast doubt upon the credit quality of the customer, which thus compromise the security of the receivables, in particular if a cheque may not be redeemed, the customer stops making payments or does not comply with agreed payment dates, PLASUS can demand the immediate payment of all receivables and PLASUS makes deliveries or services based on advance payments or provision of security.

(9) The right to set-off, retention and reduction is available to the customer only if his counterclaim is conclusively determined, uncontested or recognized by PLASUS, even where deficiency complaints or counterclaims are being made.

§ 7 Warranty

(1) Deficiency claims of the customer assume that he has properly met the obligations of examination and reproof according to § 377 HGB [German Commercial Code]. If the goods are defective, PLASUS alone has the right to choose between removal of the defect and delivery of a defect-free part in order to remedy the defect. In the case of removal of the defect, PLASUS is obliged to bear all the costs necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs, to the extent that such costs have not been increased by the fact that the goods were moved to a location other than the place of performance.

(2) The customer has the right to reduce or to withdraw from the contract if subsequent performance is unsuccessful. Subsequent performance is considered unsuccessful if PLASUS has twice tried to remedy the defect unsuccessfully.

(3) The limitation period for any claims arising from defects shall be 24 months, calculated from the date of delivery, to the extent not otherwise required by § 475 of the BGB [German Civil Code].

§ 8 Liability

(1) PLASUS is liable according to the statutory provisions only if the customer claims damages based on intentional or grossly negligent conduct on part or on the part of PLASUS' representatives or accomplices or performing accomplices.

(2) Liability for damages is limited in each case to the foreseeable and typically occurring damage.

(3) Liability for culpable injury to life, limb or health, as well as liability under the German Product Liability Act [ProdHG], shall remain unaffected.

(4) Insofar as not otherwise agreed, liability is excluded.

§ 9 Place of performance, place of jurisdiction and final provisions

(1) Unless the order confirmation states otherwise, the location of PLASUS registered office is the place of performance.

(2) The place of jurisdiction for all disputes arising from the contractual relationship is the location of PLASUS registered office, to the extent another jurisdiction is not absolutely specified by law. PLASUS shall be entitled, however, to sue the customer also at his place of residence or jurisdiction.

(3) The law of the Federal Republic of Germany is applicable; the UN Sales Convention does not apply.