



BATCOplast OÜ – General Terms and Conditions of Delivery and sale 2016

1. General

1.1 Provisions, terms and conditions, - especially insofar as they are inconsistent with the terms contained herein shall not be binding upon the Seller without the Seller-specific written consent. If any such of these terms and conditions are suspended by contrary explicit agreement in writing between us and the Buyer, this shall have no effect on the validity of the other terms and conditions.

1.2 All of our - also future - deliveries and services including proposals, consultations and other additional services shall be governed by these general terms and conditions. They shall be deemed to have been accepted at the latest with acceptance of the goods. Protest is hereby raised against any conditions of the Buyer which are in conflict with or differ from our conditions.

1.3 Technical and operational data as regards the weight, dimensions, other service and consumption data in our brochures, drawings and publications serve only as general information, unless specific reference is made to it in our offer or our order confirmation. However, we undertake no guarantee with respect to the quality or service life of the object for delivery. We reserve all property rights and copyrights to cost estimates, drawings and other documents; they must not be disclosed to third parties without our approval.

1.4 If modifications of the contractual obligations arise after the offer bid due to new or revised legal regulations or new demands of authorities and examination departments, the contract shall be adapted considering the interests of both parties.

2. Prices, payment, security

2.1 The prices do not include packing, shipping, insurance and other incidental expenses (storage, third-party inspection). The agreed prices do not include the due purchase taxes (value-added tax) at the respective statutory rate. For advance payments and other payments to be made by the Buyer before effecting of our delivery or service, for which the turnover tax liability arises on our part at the time of the collection, we shall issue separate invoices with separate identification of the turnover tax. The turnover tax is always due for payment with the amount charged in invoice. 2.2 The payments shall be made in cash to us at the agreed dates without any deductions.

2.3 Rights of balancing of accounts are up to the Buyer who shall be entitled to offset only if his counter-rights have become legally binding, or if they are undisputed or recognized by us. In addition, he shall be entitled to exercise a right of retention only to the extent that his counter-claim is based on the same contractual relationship.

2.4 Eligible and duly taxed bills of exchange and cheques shall be accepted by us as payment only after prior agreement. Payment shall be considered to have been made only when such bill of exchange or check amount has definitively been credited to one of our accounts. Any discount, bank or collection charges are to be reimbursed to us by the Buyer.

2.5 In the case of non compliance with the dates for payment, overdue accounts shall bear interest at a rate calculated according to the respective bank rates for overdraft facilities, however, at least interest at a rate of 8 % above the respective basic rate of interest.

2.7. If the Buyer fails to make payment in due time, or circumstances which are liable to reduce the creditworthiness during the term of agreed payments or in the period up to maturity of a bill of exchange, we shall be entitled to demand immediate payment of the full amount before the end of the term or to demand collateral. We shall also be entitled to continue further deliveries and services only against advance payment or the provision of appropriate collateral. We shall be entitled to offset all the claims to which we are entitled to against the Buyer, against all claims that the Buyer has against us, Mannesmann Plastics Machinery AG or those domestic companies, in which Mannesmann Plastics Machinery AG has a direct or indirect majority interest. On request, we shall notify the Buyer in detail of the companies covered by this clause.

3. Dates, obstacles to fulfillment

3.1 The delivery dates shall commence only under the condition of timely clarification of all details of the order, especially the provision of any documents to be provided by the Buyer and authorizations, the possible release of drawings and the timely payment of an agreed down payment as well as the timely provision of any agreed collateral. A further condition is the Buyer's timely production of the construction and mounting preconditions, especially the free-of-charge provision of power, gas, water and necessary ancillary personnel for us.

3.2 The delivery dates named in the offer are non-binding. The adherence to an approximate fixed agreed delivery date by us assumes that all commercial and technical questions between the contractual parties have finally been clarified before agreement of the delivery date and the Buyer has punctually fulfilled all obligations that are incumbent on him. If this is not the case or if subsequent changes of the object for delivery are agreed, the delivery date shall be extended to a reasonable extent. This does not apply insofar as we are exclusively liable for the delay. The adherence to the delivery date is with the proviso of the correct and timely delivery by our suppliers. A

period for delivery is maintained if the object for delivery has left the works by the time of its expiry or, in the case of any Products held or stored for the Buyer, shall be at Buyer's risk and expense if, at Buyer's request, a shipment is postponed after the date for which the readiness for shipment has been notified. The agreed dates for the delivery are also maintained with notification of the readiness for shipment, if the objects for delivery cannot be dispatched on time in the event of circumstances which are outside our responsibility.

3.3 If we are prevented from the fulfillment of our obligations by the occurrence of unforeseen events, that affect us or our suppliers or subcontractors, and that we also could not avoid by exercising due care and attention in accordance with the circumstances of

the instance, e.g. war, force majeure, national unrest, forces of nature, accidents, scrap production, other disruption of operation and delays in the delivery of essential working materials or starting materials, the dates shall be suspended for the duration of such disruption and to the extent of their effect. If the fulfillment of our obligations becomes impossible or unreasonable as a result of the disruption, we shall be entitled to rescind the contract; and the Buyer shall have the same right if acceptance is unacceptable to him due to the delay. Also strike and lock-outs are considered as one hindrance which are outside our responsibility for in the sense of this paragraph in any case. We shall inform the Buyer of the beginning and the anticipated end of this type of circumstances as soon as possible.

3.4 If our delivery is delayed on our part and this results in damage to the Buyer, he is entitled, for compensatory damages of all claims of the Buyer based on delayed delivery, to claim a lump sum compensation for delay. This shall amount to 0.5 % for each full week of the delay, but however to a total of the highest value of 5 % of that part of the contract goods, that cannot be used on time or not according to contract as a result of the delay. If delivery is still subject to a delay attributable to us after reaching the preceding maximum compensation for delay, the Buyer can, after expiry of a reasonable subsequent deadline set by him in writing within the scope of the legal regulations, rescind the contract; the same also applies if the delivery or service becomes impossible for circumstances on our part. The Buyer is obligated to inform us in writing that he shall exercise this right within thirty (30) days from the end of the subsequent deadline. 3.5 The right entitled to either the Buyer or ourselves according to Paragraph 3.3 or Paragraph 3.4 to rescind the contract basically covers only the affected part of the contract not yet fulfilled. Insofar as partial deliveries already made to the Buyer are unusable, he is also entitled to rescind with regard to these partial deliveries.

3.6 If the shipment is delayed at the request of the Buyer, the costs arising for storage in our works shall be due to him, beginning one month after notification of the readiness for shipment, at least however 1 % of the invoice total shall be calculated for each started month of storage, unless the Buyer can prove lower costs. We shall, however, be entitled, after the setting and futile elapse of a reasonable subsequent deadline, to dispose of the object for delivery elsewhere.

3.7 Further rights of the Buyer due to delay, especially claims for damages, are excluded to the extent set out under in clause 9.

4. Acceptance

4.1 If an acceptance has been agreed, it shall be immediately carried out after notification of the readiness for acceptance.

4.2 If particular features of the object for delivery are agreed or if we demand this, the Buyer is obligated to an acceptance. This also applies with regard to partial deliveries and/or services complete in themselves.

4.3 If the acceptance does not take place in good time or not completely, without fault on our part, the object for delivery shall be considered to be accepted with expiry of the 3rd working day after notification of the readiness for acceptance.

4.4 The effect of an acceptance also accrues in any case, if the object for delivery is put into operation without our agreement.

4.5 The Buyer shall create the necessary conditions for the carrying out of an acceptance and shall bear the entire costs associated with the acceptance.

4.6 The Buyer shall not refuse an acceptance even if the objects for delivery have minor defects, without prejudice to his rights in clause 8

5. Interim risk, shipment

5.1 Unless otherwise stated in the order confirmation, delivery is agreed to be "ex works".

5.2 To the extent that title passes in respect of any Product shipped by the Seller, the title to such Product shall pass to the Buyer upon delivery thereof to the haulage company or carrier, at the latest however on leaving the factory, with regard to the objects for delivery and namely also in that case, if partial deliveries are made or if we have undertaken further services, e.g. shipping, emplacement or assembly. The risk shall also pass to the Buyer in that case if the products are ready for shipment and the Buyer finds himself in delayed acceptance.

5.3 For the interpretation of the commercial clauses, the valid version of the Incoterms apply in each case on conclusion of an agreement.

5.4 The means of transportation and transport route shall be selected by the Seller. The same applies for the selection of the haulage company or carrier. 5.5 Objects for delivery that have been notified as ready for shipment must be called immediately, otherwise we are entitled to store them at the cost and risk of the Buyer at his own discretion and to invoice them as delivered. 5.6 We are entitled to make partial deliveries and to invoice for these.

6. Retention of title

6.1 All objects for delivery shall remain our property until complete payment from the supply contract (conditional goods) has been received. 6.2 The Buyer is bound by contract to insure the conditional goods at his cost against theft, breakage, fire, water and other damage for the duration of his liabilities towards us and to prove this to us on request. With this, he cedes all his rights from the respective insurance contracts up to the complete fulfillment of his obligations irrevocably to us. If the Buyer does not fulfill his contractual obligations according to the preceding paragraph, we have the right to settle the aforementioned insurances to the extent that we consider requisite at the costs of the Buyer with the proviso that we are directly entitled to the rights from the insurance contracts.

6.3 The Buyer has the right to receive the conditional goods in perfect condition and to have any repairs that become necessary immediately carried out by specialist companies; he must always inform us of the details of the conditional goods, especially also with regard to the respective location. We are entitled to enter the location of the reserved goods at any time; if necessary, the Buyer shall allow us or our authorized persons access to the location of the conditional goods. The Buyer may only, dispose of, pledge as collateral.

transfer by way of security, hire out or elsewhere transfer the conditional goods, or to change them or the location they notified to us, with our prior written agreement.

6.4 Insofar as the Buyer resells the object for delivery for financing purposes, he is obligated to maintain our retention of title in view of the customer. The Buyer now already cedes the reselling claims against his customer that arise to him with all subsidiary rights to us until the complete repayment of all our claims.

The Buyer is bound by contract to notify his customer on resale of the cession of the claims to delivery compensation. The Buyer is bound by contract to immediately inform us of any circumstances that might impair our property rights, especially due to seizure, confiscation or other dispositions of the object for delivery by a third party and to inform these third parties of our property rights.

6.5 In the case of behavior of the Buyer that is contrary to the terms of the contract, especially in the event of payment, after notification, we are entitled to rescind the supply contract and we shall be entitled to take back the goods delivered and the Buyer is bound by contract to surrender the object for delivery. We reserve all other lawful claims.

6.6 After taking back the reserved goods, we are authorized to their reuse. The proceeds of the reuse shall be charged to the liabilities of the Buyer, minus the reasonable costs of taking back the goods that accrue to us and their reuse.

6.7 If the value of this collateral exceeds the amount of our receivables by a total of more than 20 % , we shall upon demand by the Buyer release the security to the corresponding amount with respect to goods at our option, corresponding amount with respect to goods at our option.

7. Right to rescind

We shall be entitled to withdraw completely or partially from the supply contract if an insolvency case is applied for or started for the assets of the Buyer, or some other considerable worsening of his financial circumstances occurs.

8. Warranty

For any deficiencies in our deliveries and/or services we offer the warranty subject to the following regulations:

8.1 Deficiency and its probable consequence shall be reported to us in writing without undue delay.

8.2 We shall be entitled at our option either to eliminate the deficiency or to deliver an object that is free of deficiencies. At our option, we shall either cure unsatisfactory services or supply again. We shall bear the costs of the replacement part, interchanging and transport costs - insofar as the complaint is proved to be entitled - to an extent that must be replaced in an appropriate proportion to the materials and/or the repairs; costs that exceed these shall be born by the Buyer. The Buyer shall make available tools and lifting appliances as well as fitters and ancillary workers to us free-of-charge for the purpose of the subsequent fulfillment. Any parts which are replaced shall remain our property. The Buyer shall, after consultation with us, give us the necessary time and occasion for effecting all measures which appear to us to be necessary for subsequent fulfillment, otherwise we are exempt from liability for any consequences resulting therefrom. Only in imminent cases of endangering of the operational safety or for warding off disproportionately large, immediately impending damages does the Buyer have the right to remedy the defect himself or by a third party in agreement with us and to demand from us for reimbursement of expenditures. If the Buyer or a third party improperly carries out subsequent fulfillment, we are released from the liability for the consequences arising therefrom.

8.3 If we should be delayed in carrying out the repairs, replacement delivery or supplying the new product, after futile expiry of reasonable subsequent deadline set by him in writing, the Buyer shall have the option either of reducing the purchase price to a corresponding extent or of rescinding the affected section of the contract; and if the remaining section of the contract cannot be used by the Buyer, he is entitled to rescind the entire contract. The above-mentioned rights also exist in other cases of failure of the repair, the replacement delivery or the supply of new product.

8.4 The warranty period for new objects for delivery is 12 months from delivery or, if an acceptance is to take place according to clause 4, from acceptance or from the points of time named in clause 4.3 or 4.4. As long as the acceptance readiness is delayed without any fault on our part, the warranty period ends at the latest 15 months after delivery or after the time named in clause 3.2.

8.5 For repairs, replacement delivery or supply of new product, the warranty period extends six months from the date on which the subsequent fulfillment was completed, but will be valid for at least the period of the original warranty for the object of the contract. We are entitled to refuse to remedy deficiencies for as long as the Buyer has not yet met his obligations as provided in the delivery contract.

8.6 We shall not be liable for damages resulting from any of the following causes: unsuitable or improper use; unauthorized or incorrect assembly or commissioning of the equipment by the Buyer or a third party; modifications carried out by the Buyer or a third party at a later time; normal wear and tear; negligent or incorrect handling, maintenance or servicing; failure to comply with the operating manual; unsuitable operating materials; inadequate construction work by the Buyer; unsuitable foundation; chemical, electrochemical or electrical influences and extreme temperature and climatic influences not within our specifications. Wear-and-tear parts are excluded from warranty.

8.7 Should use of the object for delivery lead to a breach of industrial property rights or copyrights within the country, we shall, at our own expense, procure for the Buyer a fundamental right to continue using the object for delivery or modify same in a reasonable manner so that it becomes non-infringing. If this is not feasible within reasonable financial terms or within a reasonable period of time, the Buyer is entitled to withdraw from the Contract. The aforementioned conditions represent grounds on which we are likewise entitled to withdraw from the Contract. Furthermore, we shall indemnify the Buyer against undisputed or legally binding claims by the property right holder concerned. Furthermore, we shall indemnify the Buyer against undisputed or legally binding claims by the property right holder concerned. The aforementioned provisions

encompass our entire obligation for property right or copyright infringement, except as provided in Clause 9.2. They shall apply solely if the Buyer gives us prompt notice of the patent or copyright infringement claim, and if the Buyer gives us reasonable support and enables us to carry out the necessary modifications - as described above - to ward off claims, and if we retain the right to execute all measures required for warding off the claims, including out-of-court settlement, and if the breach was not caused by instructions prescribed by the Buyer, and if the infringement did not arise from unauthorized modifications of the object for delivery by the Buyer or by use of same by the Buyer in a way that does not comply with the Contract.

8.8 Any additional rights arising from defects, especially as concerns contractual or noncontractual claims for damages that were not incurred by the object of the Contract itself, are excluded from the scope provided in Clause 9; the limitation of liability shall not apply to defects that we guaranteed to be absent.

8.9 The aforementioned provisions shall also apply to deliveries of items other than objects of the Contract. They shall not apply to the delivery of used machines and/or used spare parts.

9. General limitation of liability

9.1 If, due to a fault of our own, it should be impossible for the Buyer to use the object for delivery in compliance with the contract as a consequence of our having neglected to carry out or having improperly carried out suggestions and consultations made prior to or subsequent to the signing of the contract, or as a consequence of a breach of other accessory obligations, especially as regards instructions for operating and servicing the object, the provisions pursuant to Clauses 8 and 9.2 apply respectively, under exclusion of any additional claims made by the Buyer. 9.2 For damages not incurred by the object for delivery itself, under exclusion of any further claims we shall be liable - for any legal reason whatsoever- in the following cases only:

- . willful intent or
- . gross negligence of the supplier / the organs of the company or an executive officer or
- . culpable death, physical injury or damage to health
- . deficiencies that we have fraudulently concealed or the absence of which we have guaranteed.

Moreover, we assume liability in accordance with the product liability law and are covered by product liability insurance with global coverage.

In the event of culpable infringement of substantial contractual obligations, we shall also assume liability for gross negligence on the part of non- managerial employees and for slight negligence. However, in this latter case the liability shall be limited to the reasonably foreseeable damage typical of the contract.

10. Periods of limitation

Any claims made by the Buyer - for any legal reason whatsoever- expire with effect from two (2) months from the date of delivery of the object for delivery. The statutory period of limitations applies to intentionally malicious or deceitful conduct as well as for claims in accordance with the product liability law. The statutory period of limitations also applies to deficiencies on a building structure or to objects for delivery that have been used for a building structure in accordance with their usual mode of operation and that were the cause of these deficiencies.

11. Software use

Insofar as the scope of delivery includes software, the Buyer is granted a nonexclusive right to use the delivered software and the accompanying documentation. The software is provided for use with the object for delivery intended for this purpose. Use of the software on more than one system is prohibited. The Buyer may duplicate, rework or translate the software, or convert the software from object code to source code. Only within the scope that is legally permissible (§§ 69a ff UrhG). The Buyer is obliged not to remove manufacturer data - especially copyright information - or to alter such data without our prior express consent. All other rights in the software and documentation, including to the copies, shall remain with us or with the software supplier. The granting of sub-licenses is prohibited.

12. Place of performance, partial invalidity

12.1 The place of performance for our deliveries is the location of the delivery works. If we are required to render services (e.g. assembly), the place of performance is the location at which the services are to be rendered. For payment obligations of the Buyer, the place of performance is the location of payment specified on our invoice.

12.2 If any of the terms and conditions are held to be invalid, this shall not affect the validity of the remainder hereof; an invalid clause shall be substituted by valid clause having the same material effect as the original clause.

13. Jurisdiction, applicable law

13.1 The legal domicile for all legal disputes, including for litigation involving bills of exchange or checks, is Nuremberg. However, we shall also be entitled to bring legal action against the Buyer at his court of domicile.

13.2 The contractual relationship between the Buyer and us shall be governed exclusively by the applicable laws of the Federal Republic of Germany