

## General Terms and Conditions of Delivery and Sales of Papier Mettler

Last updated June 2012

### 1. Scope of application

1.1 All deliveries, services and quotations of the Seller are governed exclusively by the present General Terms and Conditions of Delivery and Sales. The present General Terms and Conditions of Delivery and Sales form a constituent part of all agreements concluded by the Seller with the Seller's contractual partners (hereinafter also referred to as "Customers") in respect of all deliveries and services quoted on by the Seller. The present General Terms and Conditions of Delivery and Sales further apply to all future deliveries, services or quotations made to the Customer even if these do not form the object of subsequent separate agreement.

1.2 The General Terms and Conditions of the Customer or of third parties shall not apply, even in cases where the Seller does not separately contradict the validity of such General Terms and Conditions on an individual case basis. Even in circumstances where the Seller makes reference to written documentation containing General Terms and Conditions of the Customer or of third parties or alluding to such General Terms and Conditions, this shall not constitute agreement with the application of such General Terms and Conditions of the Customer or of third parties.

### 2. Quotation and conclusion of contract

2.1 All quotations made by the Seller are subject to change and non-binding provided that such quotations are not expressly characterised as binding or do not include a definite deadline for acceptance. The Seller may accept orders within fourteen days of receipt.

2.2 The written purchase agreement including the present General Terms and Conditions of Delivery and Sales shall be the sole basis governing legal relations between the Seller and the Customer. The purchase agreement encompasses all agreements made by the contractual parties with regard to the contract concluded. Verbal commitments made by the Seller prior to the conclusion of the present Agreement are not legally binding, and verbal agreements made by the contractual parties shall be replaced by the written agreement provided that such verbal agreements do not expressly include a proviso that they shall continue to apply.

2.3 Supplements and amendments to agreements made including to the present General Terms and Conditions of Delivery and Sales may be made verbally provided that they are confirmed immediately by e-mail by at least one of the parties.

2.4 Information provided by the Seller with regard to the object of the delivery or service (e.g. weight, dimensions, usage figures, load capacity, tolerances and technical data) and representations of such information (e.g. drawings and diagrams) shall be approximations only unless usability for the contractual purpose requires precise compliance with specific indications. Indications given in this regard are not guaranteed characteristics, but constitute descriptions or features of the delivery or service. Deviations standard to the industry, deviations resulting from legal provisions or representing technical improvements and the replacement of components by others of equal quality shall be permissible provided that these do not impair usability for the contractually stipulated purpose.

2.5 The Seller shall retain ownership of, or copyright in all quotations and cost estimates made as well as in all drawings, images, calculations, brochures, catalogues, models, tools and other documentation and auxiliary materials made available to the Customer. The

Customer shall not make such objects or their contents available to third parties, shall not disclose such objects or their contents to third parties without the express approval of the Seller and shall not use or reproduce such objects or their contents either personally or with the assistance of a third party. At the request of the Seller, the Customer shall return such objects and shall destroy any copies which may have been made where no longer required in the ordinary course of business or where negotiations do not result in the conclusion of a contract.

### 3. Prices and payment

3.1 Prices shall apply with respect to the scope of service and delivery set out in the order confirmation. Additional or special services such as printing and printing block costs are charged separately. Prices are stated in Euros, ex works and are exclusive of packaging, value-added tax at the statutory rate and, in case of export shipments, customs duties and other public levies.

The Seller is not required to retain printing blocks and printing copy which has become unusable due to customary wear and tear within the scope of use for the contractual purpose.

3.2 Insofar as prices agreed are based on the Seller's list prices and delivery is scheduled to be performed more than four months after contract conclusion, the Seller's list prices at the time of delivery shall apply (less any percentage-based or fixed discount).

3.3 Invoice amounts shall be payable within 14 days without deductions provided that nothing to the contrary is agreed in writing. Date of payment is determined by the date on which payment is received by the Seller. Cheques shall not constitute payment until the monies reach our account.

In the event that the Customer fails to make payment when payment falls due, outstanding amounts shall be subject to interest of 5% per annum. This shall be without prejudice to the right to assert a claim for higher interest and for further damages in the case of default of payment. In cases of default of payment, the statutory stipulation pursuant to §§ 286 III and 288 II of German Civil Code (BGB) shall apply, i.e. the amount of penalty interest chargeable shall be 8% above base rate.

3.3a In the event that a cash discount agreement with the Customer is in place, the deduction of a cash discount shall only be granted if no other due invoice amount is outstanding at the time of the expiry of the deadline for the cash discount.

3.4 The setting off of counterclaims of the Customer or the retention of payments in respect of such claims is only permissible if said counterclaims are undisputed or have been established in law. The assertion of rights of retention by commercial enterprises shall otherwise be excluded.

3.5 The Seller shall be entitled to execute or carry out outstanding deliveries or services only against advance payment or provision of securities if, after the conclusion of the contract, the Seller becomes aware of circumstances which may materially impair the credit worthiness of the Customer and which jeopardise the payment of outstanding claims to the Seller by the Customer arising from the respective contractual relationship (including from other individual agreements in respect of which the same General Services Agreement applies).

### 4 Delivery and delivery time

4.1 Deliveries within Germany will be made from a net goods value of €125 upwards. Such deliveries will be made ex works. Delivery takes place franco domicile for net goods from a value of €750 upwards (fees for the dual system of waste disposal are not taken into account in calculating the value of the goods).

4.2 Deadlines and dates set by the Seller shall always only be approximate provided that no fixed deadline or date has expressly been promised or agreed. As soon as dispatch has been agreed, delivery deadlines and dates refer to the time at which goods are handed into the care of the forwarding agent or carrier or other third party commissioned to provide transport.

4.3 Without prejudice to rights regarding default of payment by the Customer, the Seller may require the Customer to grant an extension to delivery and service deadlines or may postpone delivery and services dates by the period in which the Customer fails to meet contractual obligations towards the Seller.

4.4 The Seller shall not be liable for impossibility of delivery or for delays in delivery caused by Acts of God or by other events which were not foreseeable at the time when the contract was concluded and for which the Seller is not responsible (e.g. disruptions to operations of all kinds, difficulties in materials or energy procurement, transport delays, strikes, lawful lockouts, shortage of staff, energy or raw materials, difficulties in obtaining necessary government licences, government measures or failure to deliver, failure to deliver the correct goods or failure to deliver in a timely manner on the part of suppliers). The Seller shall be entitled to withdraw from the contract provided that such events materially hamper delivery or render delivery impossible for the Seller and provided that such a hindrance is not merely of temporary duration. In the case of hindrances of temporary duration, delivery and service deadlines are extended or delivery and services dates are postponed by the period of hindrance plus an appropriate lead time. If it is not reasonable for the Customer to accept deliveries or services as a consequence of delay, the Customer may withdraw from the contract by providing the Seller with an immediate written declaration to this effect.

4.5 The Seller shall be entitled to make partial deliveries if:

- partial delivery is suitable for the Customer within the scope of the intended contractual purpose;
- delivery of the remaining goods ordered is secured and
- no significant additional expenditure or costs arise for the Customer as a result (unless the customer declares willingness to accept such costs).

4.6 In the event that the Seller is in default of provision of delivery or service or provision of delivery or service is impossible for the Seller regardless of reason, liability of the Seller shall be limited to the compensation due pursuant to the provisions of the present General Terms and Conditions of Delivery and Sales.

4.7 Notwithstanding any delay in acceptance, the Seller shall charge the Customer a warehousing fee of €12 per pallet position per month commenced for the further storage of objects of delivery ordered once a period of 6 months has expired.

5. Place of fulfilment, dispatch, packaging, transfer of risk, acceptance

5.1 Place of fulfilment in respect of all duties arising from the contractual relationship shall be Morbach insofar as nothing to the contrary is agreed.

5.2 Nature of dispatch and packaging shall be at the fair and just discretion of the Seller.

5.3 Risk shall be transferred no later than at the time when goods are handed into the care of the forwarding agent or carrier or other third party commissioned to provide transport (whereby such transfer will be determined by the commencement of the loading procedure). The same shall apply in circumstances where partial deliveries take place or where the Seller has assumed responsibility for other services (such as dispatch). In the event that dispatch or transfer is delayed as a consequence of a circumstance caused by the Seller, transfer of risk to the Customer shall take place on the day on which the object of delivery is ready for dispatch and on which the Seller notifies the Customer of such readiness to dispatch.

5.3.a When delivery takes place, Euro Pallets capable of exchange shall be exchanged on an ongoing basis (Cologne Pallet Exchange System). In the event that return of pallets not immediately exchanged does not take place within one month of delivery, the Seller may invoice the Customer for the pallets not exchanged at the current market price plus a processing fee of €40. The same provision shall apply to plastic pallets (H1 pallets).

5.4 Storage costs following transfer of risk shall be borne by the Customer. In the event that storage is provided by the Seller, storage costs shall be €12 per pallet per completed week for each pallet forming part of the objects of delivery to be stored. This shall be without prejudice to the right to assert a claim for and to demonstrate further or lower storage costs.

5.5 The Seller will insure deliveries against theft, breakage, transport, fire and water damage or other insurable risks only at the express wish of the Customer and only at the cost of the Customer.

5.6 As soon as acceptance is required to take place, the object of purchase shall be deemed to have been accepted if:

- delivery has taken place and, insofar as the Seller is also responsible for installation, such installation has been completed;
- the Seller has notified the Customer of such a circumstance making reference to notional acceptance pursuant to the present clause and has requested acceptance from the Customer;
- 12 [in words, twelve] working days have passed since the delivery or installation or the Customer has commenced use of the object of purchase (for example has commissioned the plant ordered) and in such a case six working days have elapsed since delivery or installation and
- the Customer has failed to provide acceptance within such a period for a reason other than a defect of which notification has been made to the Seller and which makes use of the object of purchase impossible or materially impairs use of the object of purchase.

## 6. Proprietary rights

6.1 Printing copy made available by the seller such as drafts, drawings, printing blocks, films, impression cylinders and printing plates shall remain the property of the Seller even if the Customer has made proportionate remuneration in respect of such printing copy. Notwithstanding this, the Customer shall in such cases be entitled to acquire ownership of such property by remunerating the Seller for the proportion of costs incurred by the Seller.

6.2 Any copyright and/or proprietary rights acquired by the Seller in the development and execution of an order shall not be transferred by sale of the object of delivery. This shall also apply in circumstances where the Customer has borne a proportion of costs of development. The Seller shall in particular be entitled to exploit such copyright and/or proprietary rights for orders of third parties.

6.3 Insofar as nothing to the contrary has been agreed, the Seller shall be entitled to attach a company logo or identification number in visible form to objects of delivery manufactured by the Seller.

6.4 Remuneration shall be made for samples, drawings, designs and similar articles expressly ordered or commissioned by the Customer even in circumstances where the main order for which such samples, drawings, designs and similar articles have been prepared is not placed. Ownership is transferred to the Customer when remuneration is made.

6.5 It shall be incumbent upon the Customer to check whether documentation made available by the Customer is in breach of the rights of third parties, in particular copyright and industrial property rights (design patents, patents, registered design rights, trademarks). In the event that a claim for breach of copyright and/or intellectual property rights or for breach of unfair competition law is made against the Seller by a third party due to use, exploitation or reproduction of documentation and/or templates provided by the Customer, the Customer shall support the Seller in defending any such legal claim and shall reimburse the Seller for any damage incurred by the Seller, including lawyer's fees and court costs.

## 7. German Waste Management and Product Recycling Act/Packaging Ordinance

7.1 In the event that, in fulfilling an order from the Customer, the Seller applies symbols to products within the scope of a national system within the meaning of the German Packaging Ordinance such as the "Green Dot System", the Customer shall be deemed to be the initiator of the symbol within the meaning of the German Packaging Ordinance and in this capacity shall be responsible for the direct payment of fees to the national system.

In the event that a claim is made against the Seller by the fact that the Customer is in breach of the German Packaging Ordinance, the Customer shall be required to reimburse the Seller for all expenditure incurred in this regard.

7.2 In the event that the Customer does not participate in the Dual System Germany Recycling Scheme, the Customer shall be required to take back packaging delivered in accordance with the provisions of the German Waste Management and Product Recycling Act and within the meaning of the Packaging Ordinance as amended and to arrange for the recycling of such packaging in the manner prescribed in the Packaging Ordinance. In the event that a duty to take back packaging on the part of the Seller exists on the basis of the Packaging Ordinance, place of fulfilment for return of packaging by the Customer shall be the location of the Registered Office of the Seller. In the event that a culpable breach on the part of the Customer of the responsibilities assumed pursuant to Clauses 1 and 2 above results in the imposition of a fine against the Seller for breach of the Ordinance on the Avoidance of Packaging Waste, the Customer shall be required to indemnify the Seller against the obligation to make such a payment.

In the event that the Seller has already paid such a fine, the Customer shall reimburse this sum to the Seller.

## 8. Tolerances

## 8.1 Deviations in weight

Deviations in surface weight shall be tolerated by the Customer to the same extent as the Seller is required to tolerate such deviations pursuant to the General Terms of Delivery of the manufacturer of the materials used.

Insofar as said General Terms of Delivery do not contain any provision to the contrary, the following tolerances shall apply.

### a) Paper in relation to agreed surface weight

Up to 39 g/m<sup>2</sup> +/- 10 %

40 - 59 g/m<sup>2</sup> +/- 8 %

60 and more g/m<sup>2</sup> +/- 7 %

### b) Plastic films in relation to agreed thickness

Smaller than 15 mμ +/- 25 %

From 15 mμ - 25 mμ +/- 15 %

More than 25 mμ +/- 13 %

c) Aluminium film, composite film, cellulose film and other materials in relation to agreed thickness or surface weight (depending on the dimension forming the basis of the agreement - applies individually or as part of another product)

+/- 10 %

## 8.2 Deviations in dimension

The following deviations in dimension shall be tolerated by the Customer.

### a) Paper and paper combinations

#### - Bags

Length +/- 10 mm

Width for bag widths under 80 mm +/- 5 %

Width for bag widths 80 mm and more +/- 2 %

#### - Rolls

Width and section length +/- 3 mm

Run length +/- 3 %

#### - Formats



Length +/- 5 mm

Width +/- 5 mm

b) Plastics and aluminium +/- 10 %

c) The deviations in dimension for a) rolls and formats and b) the materials stated also apply to the position of the print and to the punching and embossment of these materials. A width deviation in dimension of +/- 10 mm applies to the positioning of the print and the punching and embossment for the bags stated under a). Register deviations on printed products cannot be avoided for technical reasons, since such deviations are dependent on the material, model and printing process. Only significant deviations entitle the Customer to make a complaint.

### 8.3 Deviations in quantity

The Seller has the right to increased and reduced deliveries of up to 20% of the quantity ordered for all production runs. In the case of purchase according to quantity (quantities under 50,000 units) and in the case of special editions with print changes within the edition and for purchase according to weight (for weights under 500 kg), said right extends to up to 30% of the quantity ordered. Delivery takes place with full invoicing of actual quantities supplied.

## 9. Print and materials

9.1 The Seller uses the customary printing inks for printing. Separate written agreement is required for the fulfilment of special requests regarding the inks, such as a high degree of light resistance, alkali resistance, abrasion resistance, suitability for contact with foodstuffs etc.

No guarantee can be undertaken for the light resistance of the material and printing inks used by dint of the fact that suppliers of raw materials and inks also provide no such guarantee. Neither can any guarantee be provided for the abrasion resistance of the printing inks.

The Seller reserves the right to minor deviations in colours insofar as such discrepancies are customary in the trade. Such deviations do not entitle the Customer to refuse to accept the goods or to a price reduction. Test prints will be submitted before printing at the express request of the Customer or if deemed necessary by the Seller. Said test prints (e.g. proof, cromalin, offset proof etc.) are not produced using the flexo-print process, and significant deviations from the subsequent production print run cannot therefore be avoided in some cases. On-press proof prints requested by the customer shall be invoiced separately according to cost incurred.

9.2 The Seller is unable to provide any guarantee for migrations of softeners or similar migration effects with plastic products and for the resultant consequences. Notwithstanding this and insofar as the Seller is liable, the provisions relating to material defects contained within the present provisions shall apply.

9.3 The Seller shall not be responsible for the consequences of errors in the Original artwork (incl. electronic data and data files) supplied to him by the customer for the purpose of printing the uniform product code or other similar codes (for example QR codes). The Seller shall further not be responsible for difficulties which may occur as a result of the use of the imprinted code or for the consequences of such difficulties. Original artwork supplied by the customer shall also be understood to include proofs of printing works approved by the customer which contain a uniform product code. The customer is solely accountable for the

content of the code. Therefore, should the supplier have to generate a new code for technical reasons (ie. size, legibility) the customer is still responsible to check the code.

9.4 The EAN barcode is printed according to the current state of technology whilst according due consideration to the CCG's relevant rules of application (see also the Series of Publications on Co-organisation, Booklet 2, The EAN Barcode). Further commitments, in particular statements regarding reading results at retail cash tills, cannot be given due to any influence the Customer may exert on the bar codes after delivery and in the absence of any standardised measuring and reading technology. The same applies to the legibility of similar codes (eg. QR Codes), as their legibility depends on the software (ie. Computer programme, App) or hardware (ie. mobile telephone, smart phone, reader device, PC) used.

9.5 The Seller shall not be liable for any defects arising as a result of any printing plates and printing copy supplied by the customer and/or by the Customer's subcontractors or vicarious agents. The customer is responsible to ensure that all submitted artwork is virus protected with the latest version of software and that all data is protected. The supplier is permitted to make a copy. The Customer shall bear any associated additional costs incurred should the Seller discover text or picture errors during production and stop or interrupt production on account of such errors.

9.6 In the absence of any specific instructions given by the Customer, orders shall be executed using materials customary in the trade and in accordance with established manufacturing procedures. The suitability of the material for foodstuffs must be expressly clarified with the Seller if the packaging is to be used for this purpose. Subsequent complaints about defects regarding the effect of packaging on the product it contains and vice versa cannot be submitted in circumstances where the Customer fails to make mention of the specific characteristics of said product and/or use for foodstuffs and has not afforded the Seller the opportunity to make a statement in this regard. Such instructions and statements shall be made in writing.

9.7 The Seller exercises due care and attention in the selection of recyclable raw materials. Notwithstanding this, recycled film and recycled paper may exhibit variations in surface characteristics, colour, purity, odour, and physical values from batch to batch. Said variations do not constitute an entitlement on the part of the Customer to submit notification of defect. The Seller agrees, however, to cede to the customer any guarantee and/or compensation claims towards suppliers due to the quality of the recycled film and the recycled papers used.

## 10. Guarantee, material defects

10.1 The guarantee period shall be one year following delivery and one year from acceptance insofar as acceptance is required.

Notwithstanding this, the parties are aware that products may be disposable products and that the lifetime of packaging material, especially when special adhesives or biodegradable products are used, may, by the dint of the nature of the product, be significantly under one year.

10.2 Objects delivered shall be subjected to careful inspection immediately after delivery by the Customer or by third parties appointed by the Customer. Such articles shall be deemed to have been approved if the Seller does not receive a written notice of defect within seven working days with regard to obvious defects or with regard to other defects which were apparent following careful and immediate inspection of the goods or within seven days of the discovery of the defect or otherwise does not receive such a written notice of defect within seven working days after the discovery of the defect or after any earlier point in time at



which the defect was discernible during normal use of the object of delivery without a more in-depth inspection. The article forming the object of complaint shall be returned to the Seller carriage prepaid upon the request of the Seller. In the event that the Customer wishes to return the article forming the object of complaint to the Seller, the Customer shall afford the Seller the prior opportunity of visually examining the object of delivery on site within an appropriate deadline before return takes place. The Seller shall reimburse the costs of the cheapest form of shipment in the case of a justified notice of defect. This shall not apply in circumstances where the object of delivery is at a location other than the location of intended use.

10.3 In the case of material defects to articles delivered, the Seller shall be required and entitled to choose between rework of defect or replacement delivery and shall do so within an appropriate deadline. The Seller may reject rework of defect and instead opt for replacement delivery in the event that rework of defect would incur a disproportionately high cost. In the event of failure of rework of defect or replacement delivery, i.e. impossibility, unreasonableness, refusal or inappropriate delay of rework of defect or replacement delivery, the Customer may withdraw from the contract or reduce the purchase price accordingly.

10.4 In the event that a defect is attributable to the Seller, the Customer may require the payment of compensation in accordance with the conditions set out within the present provisions.

10.5 In the case of defects to components from other manufacturers which the Seller is unable to remedy due to licensing or actual reasons, the Seller may choose to act on behalf of the Customer in asserting guarantee claims against the manufacturer and supplier or to cede such claims to the Customer. Guarantee claims against the Seller in the case of such defects only exist pursuant to other provisions or in accordance with the present General Terms and Conditions of Delivery and Sales if assertion in court of the claims hereinabove stated against the manufacturer and supplier has failed or has no prospect of success due to reasons such as insolvency. The period of limitation of relevant guarantee claims of the Customer against the Seller shall be suspended during the period of the legal dispute.

10.6 The guarantee shall lapse if the Customer amends the object of delivery without the consent of the Seller or arranges for third parties to make such an amendment and thus renders rework of defect impossible or unreasonably difficult. In each case, the Customer shall bear the additional costs incurred as a result of the amendment.

10.7 Deliveries of used goods agreed with the Customer on an individual case basis shall take place with the exclusion of any guarantee for material defects.

## 11. Liability for compensation due to a culpable act

11.1 The present Section limits the liability of the Seller for compensation, regardless of the legal basis for such liability, in particular as a result of impossibility, delay in delivery, defective or wrong shipment, breach of contract, breach of obligations during contract negotiations and unlawful actions insofar as such occurrences are the result of a culpable act.

11.2 The occurrence of a delay in delivery is determined in accordance with the statutory stipulations. Notwithstanding this, a warning from the Customer shall be required in every case.

11.2a The Seller shall not be liable in cases of ordinary negligence on the part of the Seller's institutions, legal representatives, employees or other vicarious agents insofar as no breach of material contractual duties takes place. Cardinal contractual duties are the requirement to

make timely delivery of products which are free from material defects and advisory, protective and custodial duties aimed at facilitating use of the object of delivery by the Customer in accordance with the contract, the protection of life and health of the staff of the Customer or the protection of the Customer's property from material damage.

11.3 Insofar as the Seller is liable for compensation on the basis of the above, such liability shall be limited to such damages which the Seller has foreseen as a possible consequence of contractual breach at the time of conclusion of contract or to such damages as the Seller ought to have been able to foresee with the exercising of customary due care and attention. Compensation shall only be payable for indirect damages and consequential damages which are the result of defects of the object of delivery insofar as such damages are to be typically expected in the case of proper use of the object of delivery.

11.4 In the case of liability for ordinary negligence, the duty of the Seller to pay compensation in respect of damage to property and resultant further damage to assets is limited to an amount of €10,000,000 per incidence or occurrence of damage (corresponding to the current coverage level of the Seller's product liability or third party liability insurance) even in cases of breach of material contractual duties.

11.5 The above exclusions to liability apply in equal measure to the institutions, legal representatives, employees and other vicarious agents of the Seller.

11.6 Insofar as the Seller provides technical information or acts in an advisory capacity and such information or advisory services do not form part of the contractually agreed scope of services due, such information and advisory services shall be provided free of charge and with the exclusion of any liability.

11.7 Insofar as a claim is exerted against the Seller for the breach of proprietary rights of third parties, the Customer shall not be deemed to have furnished evidence of such a legal defect until a judgement in law has been passed in this matter. The above regulation shall be without prejudice to the right of the Customer to announce legal proceedings against the Seller.

11.8 The Seller accepts no liability for proper use by the Customer of products delivered.

11.9 The limitation of the present Section do not apply to liability of the Seller for intent, for guaranteed product characteristics, for injury to life, or health or for damages pursuant to the Product Liability Act.

## 12. Retention of title

12.1 The purpose of the retention of title provision set out below is to secure all existing, current and future claims of the Seller against the Customer arising as a result of the supply relationship between the contractual partners.

12.2 The goods delivered to the Customer by the Seller shall remain the property of the Seller until full payment of all secured claims. Goods and all products covered by the present Clause governing retention of title are referred to below as "goods subject to reserved ownership".

12.3 The Customer shall keep goods subject to reserved ownership in safe custody free of charge for the Seller.

12.4 The Customer shall be entitled to process and sell goods subject to reserved ownership within the normal course of business until such time as enforcement of retention of title

takes place (12.9). Pledging of goods subject to reserved ownership or relinquishment of such goods as collateral is not permitted.

12.5 In the event that goods subject to reserved ownership are processed by the Customer, the parties agree that such processing takes place on behalf of and for the account of the Seller in the Seller's capacity as manufacturer and that the Seller directly acquires ownership of the property or, if processing takes place using materials from more than one owner or if the value of the product thus processed is higher than the value of the goods subject to reserved ownership, the Seller acquires co-ownership (fractional ownership) of the product thus newly created in the ratio of the value of the goods subject to reserved ownership compared to the value of the product thus newly created. In the event that no such acquisition of ownership takes place for the Seller, the Customer hereby transfers future ownership or co-ownership of any product newly created in the ratio stated above to the Seller for the purpose of collateral. In the event that goods subject to reserved ownership are combined or inseparably mixed with other goods to create a single product and in the event that one of the other products is deemed to be the main product, the Customer shall, insofar as the main product belongs to the Customer, transfer to the Seller proportional co-ownership of such a single product to the Seller in the ratio stated in Clause 1 above.

12.6 In the event that the goods subject to reserved ownership are resold, the Customer hereby assigns to the Seller by way of security the future claim thus arising against the purchaser, and, in the case of co-ownership by the Seller of the goods subject to reserved ownership, hereby assigns to the Seller the relevant proportional co-ownership share. The same shall apply in respect of further claims replacing the goods subject to reserved ownership or in respect of other claims established with regard to the goods subject to reserved ownership such as insurance claims or claims arising from impermissible acts in the case of loss or destruction. The Seller provides the Customer with the revocable authorisation to collect claims ceded to the Seller on the Customer's own behalf. The Seller may only revoke such an authorisation in the case of enforcement of right of retention of title.

12.7 In the event that third parties seek to avail themselves of goods subject to reservation of ownership, in particular within the context of seizure of goods, the Customer shall notify such third parties of the ownership of the Seller without delay in order to facilitate assertion of ownership rights by the Seller. Insofar as such a third party is not able to reimburse the Seller for any court or out-of-court costs incurred in this regard, the Customer shall be liable to the Seller for such costs.

12.8 The Seller shall release goods subject to reserved ownership or products or choose to release claims taking the place of goods subject to reserved ownership on request insofar as the value of such goods exceeds the amount of claims secured by more than 20%.

12.9 In the event that the Seller withdraws from the contract as a result of conduct in a manner contrary to the contract by the Customer (enforcement), in particular default of payment, the Seller shall be entitled to take possession of the goods subject to reserved ownership.

### 13. Final provisions

13.1 The Seller may choose the location of the Seller's Registered Office or the location of the Customer's Registered Office as place of jurisdiction for all disputes which may arise from the business relations between the Seller and the Customer. The location of the Seller's Registered Office is the sole place of jurisdiction for claims made against the Seller. The present provision is without prejudice to compulsory statutory stipulations regarding exclusive places of jurisdiction.

13.2 Relations between the Seller and the Customer are solely governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 is excluded.

13.3 In the event that one of the provisions hereinabove contained should be invalid either in whole or in part, this shall be without prejudice to the validity of the remaining provisions. Insofar as the contract or the present General Terms and Conditions of Delivery and Sales shall contain any gaps in provision, the parties agree that such gaps shall be filled with legally valid provisions which the contractual partners would have agreed in accordance with the economic objectives of the contract and in accordance with the purpose of the present General Terms and Conditions of Delivery and Sales had they been aware of any such gap in provision.

13.4 The Customer is aware that the Seller stores data from the contractual relationship pursuant to § 28 of the German Data Protection Act for the purpose of data processing and is further aware that the Seller reserves the right to pass on such data to third parties insofar as necessary for the fulfilment of the contract (e.g. insurance companies).