



A+C PLASTIC Kunststoff GmbH

In der Krause 58 · D-52249 Eschweiler
Tel +49 (0) 24 03 / 99 93 0
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info@ac-plastic.de
www.ac-plastic.de
VAT ID No.: DE 121731960
Tax ID No. 202 / 5746 / 0019



GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

1.) Validity of our Sales Terms and Conditions

Unless a special written agreement has been made, all our deliveries and other services shall be subject exclusively to our Terms and Conditions below, while excluding the general terms and conditions of our customers.

These terms and conditions shall be deemed accepted no later than at the receipt of the goods or services.

Unless we agree to them in writing, we do not recognise our customer's deviating general terms and conditions; the unconditional acceptance of payments or deliveries from us in particular does not constitute our agreeing to the customer's terms and conditions that oppose ours or deviate from our terms and conditions of sale. The Business Terms and Conditions shall also apply for all future business relationships, even if they were not expressly agreed upon again.

2.) Offers and Orders

Our offers are subject to change and non-binding, also with respect to prices, quantity and delivery deadlines.

If the order is to be qualified as a quote in accordance with § 145 BGB [Bürgerliches Gesetzbuch - German Federal Civil Code], we shall have the right to accept it within two weeks. To be legally binding, statements of acceptance and all orders must be confirmed in writing or by telephone.

3.) Prices

Unless otherwise stated in the order confirmation, our prices are valid ex works.

We reserve the right to increase our prices proportionately if, after the contract has been signed, decreases or increases in costs occur, in particular if due to changes in the prices of raw materials. Upon written request, we shall provide the customer with documented proof of this.

4.) Payments

Unless agreed upon otherwise, our invoices are due for payment 30 days after invoice date, without any discount.

Payments must be made only to us; our sales representatives are not entitled to accept payments, unless they present a written collection authorisation.

Irrespective of any contrary terms of the customer within the meaning of § 366 II BGB [Bürgerliches Gesetzbuch – German Federal Civil Code] we shall be entitled to apply payments to older debts or costs that have already been incurred or to interest. The rights of the buyer to set-off and retention shall be excluded, unless they are derived from claims that are undisputed, legally determined or recognised by us. The customer shall be entitled to a right of retention only to the extent that its counterclaim is based on the same contractual relationship.



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In the event that customer pays by check, customer shall be liable for any potential loss of the check during transit. If information or other determinations show a risk to our claims, in particular a check not being honored or stoppage of payment after order confirmation, we shall be entitled to consolidate all claims of the business relationship and declare them due, and to demand prepayment or sufficient security; should this be refused we may terminate the contract due to non-fulfilment while excluding any compensation claims.

5.) Risk Assumption

Unless the order confirmation specifies otherwise, the delivery shall be agreed upon ex works. The goods are always being transported at the risk of the customer, even when the customer returns them.

If dispatch sales was agreed upon, the risk shall pass on to the customer at the time the shipment is handed over to the person carrying out the transport or if it has left our plant to be shipped out. If the shipment is delayed at the request of the customer, the risk passes on to the customer as soon as customer has been apprised that shipment is ready for transport.

6.) Delivery time and delay

The adherence to our obligation to deliver presupposes the timely and proper fulfilment of the obligations of the customer. The right to objection of non-fulfilled contract shall remain reserved.

Delivery schedules or deadlines that can be agreed upon to be binding or non-binding must be in writing. We shall always be entitled to perform partial deliveries and partial services, unless the customer is not interested in a partial delivery or partial service.

If the customer unconditionally accepts goods delivered late, the potential claim that customer might have been entitled to for terminating the contract, compensation instead of goods/services or reimbursement of expenses shall be forfeited.

We shall not be liable for delays in delivery and service that are due to force majeure and events that materially impede our delivery not only temporarily or make it impossible - this includes, in particular, among others, strike, lockout, official orders, etc, even when they occur at our suppliers or their sub-suppliers; we shall also not be liable for delays in cases where delivery deadlines and dates were contractually agreed upon. They entitle us to delay the delivery and/or the service by the amount of time of the hindrance plus a reasonable start-up period or to cancel the contract wholly or in part as far as the portion of it not yet delivered is concerned.

If the hindrance lasts more than three months, the customer shall be entitled, after setting a reasonable grace period, to cancel the contract with respect of the portion not yet delivered. If the delivery period is extended or if we are freed from our obligation, the customer cannot use this to derive claims for damages. We shall only be entitled to refer to the above-mentioned circumstances if we inform the customer of these immediately.



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In so far as we are responsible for failing to observe bindingly agreed-upon deadlines and dates or if we are in default, the customer shall be entitled to compensation for the delay in the amount of one-half of a percent for each completed week of the delay, however, in total not more than 5% of the invoice total of the deliverables affected by the delay. Further-reaching claims shall be excluded, unless the delay is based on at least gross negligence; in these cases the obligation to pay damages shall be limited to the foreseeable, typically occurring damage.

In the event that the customer is in default of acceptance we shall be entitled to demand compensation for any damages that arise, including possible additional expenditures; any further rights shall remain reserved. Upon the occurrence of default of acceptance, the risk of accidental deterioration or accidental loss shall pass to the customer.

7.) Use of Product

We shall not be liable in the event the goods are not suitable for the purpose the customer had intended. We shall not provide compensation for damages that occur as a result of the further processing of the goods. In as far as we supply technical consultation or assistance for the application of our products, this is done on the basis of our latest technical experience. However, this shall not entitle the customer to derive any warranty or replacement claims of any kind therefrom.

8.) Tolerances

We reserve the right to standard deviations of the goods regarding quality, measurement as well as natural color or color tone. Also allowed shall be deviations in the quantity of the goods ordered up to +/- 10%.

We claim a tolerance of +/- 10 % where the foil thickness is concerned, where the average weight of a swath of the diameter of the foil swath shall be used to determine the thickness of the foil.

9.) Liability for Defects

We must be notified in writing within an exclusion period of 14 (fourteen) days after receipt of the goods or when storing the goods for the customer of any defects after the invoice date. We must be notified immediately in writing of any detected defects that cannot be detected within this period even after careful inspection.

To the extent that there are physical or legal defects, we shall be entitled to eliminate the defect or deliver defect-free goods (subsequent performance); the choice of subsequent performance shall be at our discretion. The prerequisite for our liability is that it is not an insignificant defect. We shall be entitled to refuse them should one of the two or both types of subsequent performance be impossible or unreasonable. We may refuse the subsequent fulfilment if customer does not fulfil its payment obligations to the extent that corresponds to the defect-free portion of the performance.



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In the event of subsequent performance, we must bear all expenditures necessary to remove the defect, in particular costs for transportation, travel, labour and materials, provided these are not increased by the fact that the purchased item was taken to another site than the place of performance.

In the event that the subsequent performance fails, customer, at its discretion, shall be entitled to lower the purchase price correspondingly (reduction) or to cancel the contract (cancellation), within the scope of the provisions of law. We shall be liable in accordance with the statutory provisions insofar as customer makes claims for damages that are a result of intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. Unless we are claimed to be in deliberate breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damages.

Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability in accordance with the German product liability law.

To the extent not otherwise specified above, any liability shall be excluded.

The period of limitation for claims for defects shall be 12 months, as from the transfer of risk.

Representations and warranties shall not be deemed to have been validly given unless we have given them expressly and in writing.

10.) Miscellaneous Liability

Liability for damages other than that provided in Article 9 above shall be excluded – regardless of the legal nature of the claim made. This shall in particular apply to claims for damages arising from negligence when entering into the contract, damages because of other breaches of obligations, or damages because of tortious claims for compensation for material damages in accordance with § 823 BGB.

The limitation shall also apply, insofar as customer demands compensation for damages instead of compensation for useless expenses.

Insofar as liability for damages against us is excluded or limited, this shall also apply with respect to the personal liability for damages of our employees, workers, collaborators, representatives and vicarious agents.

11.) Reservation of Title

Until all claims have been satisfied (including all current account balances) that we are entitled to on any legal basis now and in future vis-à-vis the customer we shall be granted the following securities:

The goods remain our property. Processing or transformation is always done for us as the manufacturer, however, without any obligation.

If our (co)-ownership is lost during processing, it is already now agreed that the customer's (co)-ownership in the joint item is ceded to us in proportion to its value (invoice value including VAT). Customer shall store our (co)-owned property free of charge.



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Customer shall agree to treat the goods under retention of title carefully and to insure them sufficiently at its own cost against fire, water damage and theft.

Hereinafter, goods that are (co)-owned by us shall be called goods subject to retention of title.

As long as customer is not in arrears, customer shall be entitled to process and sell the goods subject to retention of title in the due course of business. Pledging or assignments as security shall not be permitted. By way of security, customer shall already now assign to us in full all claims (including all current account balances) arising from resale or another legal basis (insurance, unlawful act, etc.) of the goods subject to retention of title. We revocably authorise customer to collect the claims assigned to us for customer's account in customer's own name. This direct debit authorisation may be revoked in particular if customer does not fulfil its payment obligations properly.

In cases where third parties access the goods subject to retention of title, particularly in the case of distraint, and in case an initiation of a composition or insolvency proceeding is filed, customer shall point out our ownership and shall notify us immediately so that we may enforce our ownership rights. If the third party is not able to reimburse us the judicial or extra-judicial costs incurred in this context, customer shall be liable to us for such costs.

In the case of customer acting contrary to the terms of the contract, in particular if customer is in default of payment, we shall be entitled to rescind the contract and to demand that the goods subject to retention of title be returned to us.

At the discretion of customer, we will release the goods customer desires, provided their value exceeds, on a permanent basis, the claims mentioned above by more than 10%.

If, according to the legal provisions in customer's country, retention of title is not permitted or permitted only to a limited extent, our above-named rights shall be limited to the statutory scope.

12.) Samples

For its part, customer is responsible and liable for ensuring that the trademarks, styles of goods, advertisement texts etc. do not violate the rights of third parties. On our part, we do not verify in this regard. We shall make available drafts, final drawings and clichés at cost. If they were produced through us they shall remain in our custody.

The customer and its customers shall indemnify us against any claims from third parties arising from violations of copyrights, trademarks or patents. In terms of amount, the indemnification shall be limited to the foreseeable, typically occurring damage.

If, in such a case, we are prohibited from manufacturing and delivering by a third party, then we are entitled, without examining the legal situation and while excluding any claims for damages by the customer to stop manufacture and delivery and to demand that the customer reimburse us for the expenses incurred by us.



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Please closely examine the print text of the enclosures. Changes shall be possible only if we are notified thereof immediately. If you are not in possession of a binding print sketch, we shall set the print status to the best of our knowledge. The costs of cliches are not included in the price but shall be invoiced separately.

13.) Place of Performance and Place of Jurisdiction

Place of performance and exclusive place of jurisdiction shall be Eschweiler (Germany). German law shall apply exclusively.

Solely the laws of the Federal Republic of Germany shall apply for these Terms and Conditions and all legal relationships between seller and buyer. The provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN Sales Convention) shall not be applicable.

Insofar as the customer is a business person, a legal entity under public law or a special fund under public law, Eschweiler shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship, either directly or indirectly.

Should a provision in these Terms and Conditions or a provision within the scope of other agreements be or become invalid, this does not affect the validity of all other provisions or agreements.

Eschweiler, 23rd August 2013