MASTERPLAST Nonwoven GmbH
D-06449 Aschersleben, Daimlerstraße 3.
T: +49 (0) 3473 22 128-0 F: +49 3473 22 128-198
Registergericht: Amtsgericht Stendal
HRB 28533

STANDARD TERMS AND CONDITIONS (hereinafter: STC)

updated in July 2020

A. GENERAL PROVISIONS

I. Scope of these terms and conditions

1. For all rights and obligations (both from contract and from law) between MASTERPLAST Nonwoven GmbH, Daimlerstrasse 3, 06449 Aschersleben, Germany; and the purchaser (hereinafter: purchaser) only these STC apply in their respective version at the time of the orders. We would like to point out that we reserve the right to adapt the terms and conditions, in particular to changed legal requirements. There is no separate information for the customer. The terms and conditions can be requested from us at any time.

2. We do not recognize conflicting terms and conditions of the customer that differ from our terms and conditions. Our general terms and conditions also apply if we accept the order without reservation in the knowledge of conflicting or differing general terms and conditions.

3. Services within the meaning of these terms and conditions are both deliveries and services of any kind.

II. Prices, terms of payment

1. Our prices are generally ex works plus applicable VAT, packaging and freight costs, insurance and customs duties and any other fees. If necessary, these will be charged separately.

2. The customer bears any additional costs that arise due to difficulties and / or impediments to the delivery relationships, even if they are based on the quality of the goods; the same applies to incorrect freight. The customer does not have to bear these additional costs if we are responsible for their creation or if price surcharges have been agreed for this aggravation. If, after the order has been placed, we carry out deliveries or services that the order confirmation does not include, we can also subsequently invoice an appropriate fee for this.

3. Unless otherwise stipulated in individual contracts, we are entitled, provided that the delivery is made later than one month after placing the order, an appropriate price adjustment acc. § 315 BGB to change the price basis during this period (e.g. raw materials, wages) according to the price valid on the delivery day.

4. The right to adjust prices according to No. 3 of this section applies to fixed price fixing by our suppliers regardless of the monthly period, even if the acceptance of the goods ex works falls within the subsequent price fixing phase of our suppliers. A price adjustment right also applies to excess quantities compared to the original order quantity as well as to shortage quantities (in particular if higher purchase prices have to be paid for the short quantity compared to our supplier).

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5. Our claims are due for payment immediately after delivery. Delay in payment occurs at the latest 30 days after the invoice date unless otherwise agreed. The customer has to pay all delay costs. These are in particular our reminder costs of € 10.00 per reminder and interest from delay in the amount of 9.0 percentage points above the base rate, but at least 14.00%.

6. The customer may only offset undisputed or legally established claims.

7. The customer is only entitled to rights of retention insofar as they are based on the same contractual relationship and the underlying counterclaim is undisputed or legally established.

8. All claims from a contractual relationship are due immediately if the customer is in arrears with a partial payment under our contractual relationship.

9. If, after the conclusion of the contract, we become aware of circumstances that are likely to put the customer's creditworthiness in doubt and thereby jeopardize the customer's consideration, we can demand that the customer provide adequate security or make all claims due immediately.

10. If the customer is unable to provide the required security within a reasonable period of time, open claims against the customer are due immediately.

11. If the customer is in default or provides no security, we are entitled to withhold further deliveries. The same applies in the event that circumstances become known that result in the customer's insolvency (also threatening) or creditworthiness.

12. We are in the case of the preceding paragraph. 11 is also entitled to carry out outstanding deliveries and services only against cash payment or prepayment and to withdraw from the contract after a reasonable grace period or to claim damages for non-performance.

13. In the case of the preceding section. 11 or 12 as well as in the event of behavior contrary to the contract by the purchaser, in particular in the event of late payment and suspension of payment, we can also prohibit the resale and processing of the delivered goods and demand their return or transfer of indirect ownership of the delivered goods at the purchaser's expense and the direct debit authorization withdraw.

14. The customer irrevocably authorizes us to enter the customer's company in the aforementioned cases and to take away the delivered goods. Taking back or seizing the goods subject to retention of title is generally not considered to be a withdrawal from the contract. We are entitled to collateral for our claims that is customary in terms of type and scope, also insofar as they are conditional or limited.

III. Retention of title

1. The delivered goods remain our unrestricted property until the purchase price including all additional claims have been paid in full, in the case of repeated or ongoing business relationships until the entire debt balance has been repaid.

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2. The retention of title applies until all of our claims have been paid in full, irrespective of the legal reason (in particular in the case of claims for damages such as damage caused by delay).

3. In the case of payment by check or bill of exchange, our property remains until it is redeemed and correspondingly credited to our account, when the claim is collected by direct debit until the authorized person has approved the collection.

4. If the contracting parties have agreed on a current account relationship, the retention of title secures our balance claim from the time the balance is drawn. Processing and processing of the goods subject to retention of title take place for us as a supplier within the meaning of § 950 BGB without binding us. The processed goods are considered reserved goods.

5. If the purchaser processes, combines or mixes the reserved goods with other goods that are not our property, the purchaser is obliged to give us a co-ownership share in the amount of the ratio of the invoice value of the reserved goods to the invoice value of the foreign goods at the time of processing, To provide connection or mixing of the new item, unless we are already entitled to such a co-ownership share by law. The customer shall keep the new item safe for us free of charge. The resulting co-ownership rights are deemed to be reserved goods.

6. The customer may only sell or process the goods subject to retention of title in the ordinary course of his business in accordance with his normal terms and conditions and as long as he is not in default, but only on the condition that he agrees a reservation of title with his customer and that the Transfer of claims from the resale to us within the scope of the retention of title.

7. The claims of the customer from the resale of the reserved goods are already assigned to us. If the reserved goods are sold by the customer together with other goods not sold by us, the assignment of the claim from the resale applies only to the amount of our invoice value of the reserved goods sold in each case. When selling goods in which we have co-ownership shares, the assignment of the claim in the amount of these co-ownership shares applies. The customer is entitled to collect assigned claims from the resale until our revocation, which is permissible at any time.

8. We will make use of our right of withdrawal (in particular for the collection of claims by the customer) in the case group mentioned in these STC or comparable constellations. The customer is never authorized to assign the claims to third parties.

9. Upon revocation of the direct debit authorization, the customer is obliged, upon request, to name his contractual partners (customers), to inform them of the assignment and to provide us with the information required to assert the rights against the customer. Furthermore, the customer is obliged to hand over the documents required for collection.

10. We are entitled to disclose the assignment ourselves as part of the extended retention of title and to demand payment of the claims assigned as part of the extended retention of title upon presentation of this payment agreement. If the required documents cannot be submitted, the fault of the non-submission of the documents of the purchaser and the resulting non-enforceability of the claim are presumed to be rebuttable.

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11. In the case of enforcement measures, attachments or other access by third parties to the goods subject to retention of title or the claims assigned in advance, the customer must inform us immediately in writing, stating the documents necessary for an intervention. Intervention costs are borne by the customer, unless they can be recovered from third parties.

B. EXECUTION OF DELIVERY

I. Delivery times, delivery dates

1. Delivery dates are binding if they have been marked as binding in the order confirmation.

2. Adherence to binding delivery times presupposes that the customer fulfills his own cooperation obligations, in particular clarification of all commercial and technical questions and performance of an agreed down payment. Otherwise the delivery times will be extended by a reasonable period.

3. We can also unilaterally extend a delivery time marked as binding if our own supplier - despite timely ordering on our part - does not deliver in time, completely or incorrectly.

4. In the event of delays in delivery due to force majeure or due to other events outside our sphere of influence (eg: labor disputes), the delivery time is extended by an appropriate period. It does not matter at which point in the supply chain these events occur.

5. To meet the delivery time, it is sufficient if the goods have left the factory at the time of delivery or if the customer has been informed that the goods are ready for dispatch.

6. In the event of default, claims against us are limited to 0.5% of the value of the goods delivered late per completed week of the delay caused by us, in total to 5.0% of the value of the goods, unless we can prove that we have acted with intent or gross negligence.

II. Delay, Delay in Delivery u. a. due to delay in delivery by the upstream supplier

1. If we are in default, the customer can only withdraw from the contract after setting a reasonable grace period insofar as the goods are not reported as ready for dispatch at the delivery plant by the end of the grace period.

a) If a delay in delivery is due to one of the upstream suppliers of the contractual goods, we must cede any claims against the upstream supplier to the purchaser up to the amount of the damage upon immediate request by the customer; there are no further claims.

b) A claim for damages due to non-performance in the event of our delay in performance or the impossibility of performance for which we are responsible is limited to typical and foreseeable damage. This only applies if our delay in performance or the impossibility of performance for which we are responsible has not been caused intentionally or through gross negligence.

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2. In the event of withdrawal from the contract, the purchaser is not entitled to compensation for damage caused by delay. This only applies if our delay in performance or the impossibility of performance for which we are responsible has not been caused intentionally or through gross negligence.

III. Shipping and transfer of risk

1. In our experience, we will make the selection of the means of transport and the shipping route to the exclusion of any liability. Other regulations in the respective individual contract take precedence.

2. When the goods are handed over to the freight forwarder / carrier or one week after storage, but at the latest when they leave the factory or warehouse, the risk - including the risk of accidental loss and, for example, confiscation - passes to the customer in any case. The earliest possible time applies.

3. The same applies in the event that material ready for dispatch is not called up in accordance with Section 8. In the event of transport damage or shortages, the purchaser must immediately arrange a situation with the responsible authorities and with us.

4. In the case of excess or shortage quantities that deviate from the order and are reasonable for the customer, we are also entitled to correct the freight prices, whether they are included in the agreed prices or billed separately, and to adapt them to the changed costs.

5. We are entitled to make partial deliveries to a reasonable extent for the customer. Each partial delivery is considered an independent business. The purchase price of the delivered partial quantity is due regardless of the time of delivery of the remaining quantity. The customer has no right of retention with payments.

6. Insofar as we are obliged by the packaging ordinance or other regulations to take back the packaging used for transport and / or for sale, the customer bears the costs for the return transport and the reasonable costs of recycling or - as far as possible and deemed appropriate by us will - the reasonable additional costs incurred for the reuse of the packaging. When placing the order, the customer is obliged and confirms that packaging that has not been returned can be traced back to recycling in accordance with the packaging ordinance.

7. Unless otherwise agreed in the individual orders, the Incoterms ex works (EXW) in the 2010 edition apply to delivery.

8. Material reported ready for dispatch must be called up for dispatch immediately. If the material cannot be dispatched within 4 days of our notification of readiness for dispatch, the goods can be dispatched at our own discretion without regard to other agreements or can be stored at the expense of the customer at our discretion.

IV. Delivery

1. Deliveries are made to the agreed delivery location.

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2. The construction site - if the place of delivery - and the unloading location on the construction site must be named in good time by the customer. When delivering building materials, the purchaser must name the construction site and the unloading location on the construction site in good time. The unloading location must be accessible for the intended delivery by the trucks used, in particular it must not be blocked by construction cranes or other obstacles.

3. The access routes to the construction site and to the exact unloading location on the construction site must be suitable for the trucks used so that neither the access, nor the unloading, nor the departure constitute a hindrance to normal delivery by trucks. These trucks are road vehicles with a total weight of up to approx. 40 tons.

4. The customer is responsible for the availability of suitable unloading devices and suitable workers in sufficient numbers at the exact unloading location at the time agreed for the delivery. The customer bears the costs for unloading devices and the use of labor.

V. Unloading

The delivered goods are to be unloaded professionally by the customer and only with suitable aids. The industry-standard unloading guidelines must be observed. We are generally not liable for personal injury and / or property damage caused by improper unloading. Such damage is solely the responsibility of the customer.

VI. Warranty for defects

In principle, properties are not guaranteed unless there are deviations from the contractual basis. For defects in the delivered goods, including the lack of properties guaranteed in individual contracts, we guarantee according to the following regulations:

1. Decisive for the contractual condition of the goods is the time of handover to the forwarder or carrier; no later than the time of leaving the factory or warehouse. For delivered parts that have not been significantly changed by us, we assume a guarantee only within the scope of our own claims against our respective suppliers. We assign these claims to the customer. The enforcement of these claims against the supplier is the responsibility of the customer.

2. Notices of defects by the purchaser must be received by us in writing immediately after receipt of the goods at the destination (preferably noted on the freight documents). Otherwise, the customer's warranty claims based on these defects are excluded. Reference is made to § 377 HGB.

3. Notices of defects do not entitle to withhold the invoice amounts. If defects occur, treatment and processing must be stopped immediately and we must be informed immediately by submitting the notice of defects. The customer's other inspection and notification obligations under HGB remain unaffected.

4. If we have not remedied defects properly communicated by the customer within two reasonable periods of grace, and improvements or replacement deliveries have failed in the second attempt, the customer is entitled to request a reasonable reduction in the agreed remuneration or the cancellation of the contract. However, the purchaser can only request cancellation in the case of defects that are limited

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to parts of the service with regard to defective parts of the service, provided that the other parts of the service can be used economically by themselves for the purchaser.

5. If, despite a reminder, the customer does not give us the opportunity to convince us of the defect, in particular if he does not immediately provide the rejected goods or samples thereof, claims for defects are void.

6. If the inspection of a notice of defects reveals that there is no warranty claim, the expenses for the inspection will be charged to the customer. We are entitled to apply the usual and appropriate billing rates for employees, which also apply to Orderer can be scheduled.

7. We are entitled to refuse supplementary performance if this is only possible with disproportionately high costs. This is the case, for example, if the remedy of the defect incurs expenses that are likely to exceed 100% of our performance. This also applies to the case of subsequent delivery.

8. The limitation of claims for defects begins with the receipt of the goods at the destination.

9. Claims for defects become statute-barred one year after the start of the limitation period.

10. Further claims, in particular claims for compensation for damage that has not occurred to the goods themselves, are excluded. This does not apply if, in cases of intent or gross negligence, we, our legal representatives or vicarious agents are liable or a given assurance has the aim of protecting against damage that has not occurred to the goods themselves. This also does not apply to damage to life and limb.

11. Any warranty on our part also presupposes that the goods are properly, professionally unloaded, stored, processed or processed, in particular in accordance with the relevant approval notices and the recognized rules of technology. The above conditions also apply to the delivery of goods other than the contract.

12. Public statements by us, our assistants or any manufacturers and their assistants, especially in advertising documents, about the quality of the goods only establish a quality agreement if they are expressly specified as such between the parties. Processed or installed goods can no longer be complained about.

C. LIABILITY

The following requirements apply to liability:

1. As far as we are liable according to legal requirements, which we caused through slight negligence, liability is limited. We are then only liable in the event of a breach of essential contractual obligations (e.g. those that the purchaser wants to impose on us expressly or implicitly). In addition, liability is then limited to the typical damage foreseeable when the contract was concluded.

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2. We are also liable for gross negligence in accordance with the previous paragraph. However, the restriction does not apply if our legal representatives and executives acted with gross negligence and in cases in which the grossly negligent cause is also covered by an insurance policy that we have taken out.

3. Insofar as our liability is limited hereafter, this also applies to our employees.

4. There is no limitation of liability for injuries to life, limb and health.

D. PRIVACY POLICY

1. We are entitled to collect, use and process personal data for the proper execution of contract initiation and processing, also for our own advertising purposes. the customer. Of course, such data will not be transmitted to third parties, unless this is necessary for the proper execution of the contract or the customer's consent (e.g. direct debit authorizations).

2. The customer can object to the use or processing of data at any time, the objection must be addressed to us, either by post to:

MASTERPLAST Nonwoven GmbH

Daimlerstraße 3,

06449 Aschersleben, Germany

Or by email to:

info@masterplastnonwoven.de

E. OTHER PROVISIONS

I. Application of German law

German law applies to the legal relationship between us and the customer, excluding UN sales law.

II. Partial ineffectiveness

The above conditions remain fully effective even if individual parts are legally ineffective.

III. Authorization to represent

Our employees are only entitled to represent us if the authorization to represent has been expressly granted by the managing director or the authorized signatory before the declaration of intent**.**

IV. Creation of technical documents

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1. Consultations, recommendations, implementation suggestions etc. are regularly non-binding and do not result in liability. It is the responsibility of the purchaser to carefully check the suitability of the goods for their intended purpose - and if necessary with the advice of third parties. Any elaborations made by us for the customer, advice given by us and recommendations made by us are made without establishing a liability; they must be carefully checked by the customer himself before implementation - if necessary with the advice of third parties.

2. The above disclaimer and obligation of the customer apply in particular with regard to the future use of the delivery items.

3. As far as we create technical documents (laying plans, static calculations and other plans) or have them created, the following applies in any case:

a) We do not and do not have to check the documents and information provided to us;

b) Technical elaborations for the customer, in particular static calculations and installation plans, must be checked carefully and professionally by the customer himself. Any errors must be reported immediately after detection. We are not liable for the consequences of errors that could have been ascertained if our draft had been properly checked.

c) Any liability for the technical documents is excluded. The customer is entitled to assert any claims against the planner, etc. at his own expense.

d) If technical documents are created by third parties at the request of the customer, we are not liable for the accuracy, even if such orders should be settled through us.

We reserve our property rights and copyrights to the aforementioned elaborations, even after delivery to the buyer. If an order is not placed, we reserve the right to request the return of the documents provided and to invoice our expenses separately.

V. Place of performance and jurisdiction

The place of performance is the respective place of business of the company involved in the contract.

The district court or district court responsible for Aschersleben is responsible for the place of jurisdiction.

Aschersleben 07/2020

Validity: until 31 december 2020