

General Terms and Conditions of POLIFILM EXTRUSION GmbH

Valid from 01.01.2025

§ 1 General

1.1 The following General Terms and Conditions of POLIFILM EXTRUSION GmbH (hereinafter referred to as **PFE**) apply exclusively to all deliveries and other (service) performances.

1.2 Deviating terms and conditions of the Customer that PFE does not expressly recognize are non-binding, even if PFE does not expressly object to them.

1.3 These General Terms and Conditions only apply to companies, legal entities under public law or a special fund under public law in accordance with Section 310 I sentence 1 BGB.

1.4 Even if PFE performs services without reservation in the knowledge of conditions of the Customer that deviate from or contradict these conditions, this does not constitute consent - in this case, these conditions also apply. These Terms and Conditions also apply to all future business relationships, even if they are not expressly agreed again.

§ 2 Offers, scope of services and conclusion of contract

2.1 Contractual offers from PFE are non-binding unless a binding period is noted in the offer.

2.2 PFE's order confirmation is exclusively authoritative for the scope of the contractually owed service.

2.3 The execution of the contract is based exclusively on the specifications. Dimensions and other tolerances are based on the respective DIN regulations, otherwise on commercial practice and the state of the art. PFE reserves the right to make changes to the design, the scope, the materials, the specification or the like even after sending an order confirmation, provided that these changes do not contradict either the order confirmation or the customer's specification and that they correspond to the general technical standard. In addition, the customer shall agree to any further changes proposed by PFE, insofar as these are reasonable for the customer.

2.4 The documents on which the offer or order confirmation is based, such as illustrations, drawings, dimensions and weights, are to be understood as approximate values only, unless they are expressly designated as binding.

2.5 PFE reserves ownership rights, industrial property rights and copyrights to samples, cost estimates, drawings and similar information in any form whatsoever; they may not be made accessible to third parties.

§ 3 Participation of the Customer

The Customer shall inform PFE of all data, circumstances and conditions relevant to the commissioned activity. The Customer shall name a responsible contact person to PFE. If necessary, the Customer shall assign suitable employees to support the contractor in the implementation of the order with regard to the circumstances that originate from the sphere of the Customer. If the Client does not fulfill its obligation to cooperate or only does so with a delay, PFE reserves the right to suspend the provision of services for this period. PFE is not responsible for delays in performance due to a lack of cooperation on the part of the Customer.

§ 4 Prices and Terms of Payment

4.1 Unless otherwise agreed, the prices are ex works excluding packaging and other shipping and transportation costs. Packaging is charged at cost price and will only be taken back if PFE is obligated to do so by mandatory statutory provisions. The prices do not include the applicable statutory value added tax. The sales tax is shown separately on the invoice. If more than four months elapse between the conclusion of the contract and the time of delivery, PFE is entitled to increase prices.

4.2 If there are more than 4 months between the conclusion of the contract and the delivery, without PFE being responsible for a delay in delivery, PFE may increase the price appropriately, taking into account any material, wage and other ancillary costs incurred, which are to be borne by PFE. If the price increases by more than 15%, the customer is entitled to terminate the contract that has not yet been fulfilled at that time.

4.3 If PFE takes the Customer's change requests into account, the resulting additional costs will be charged to the Customer.

4.4 If the payment deadline is culpably exceeded, the statutory default interest shall apply. PFE reserves the right to assert other contractual rights, in particular the assertion of higher damages.

4.5 The Customer is only entitled to rights of set-off and retention if its counterclaims are legally established, undisputed or recognized by PFE. In addition, the Customer is only authorized to exercise the right of retention to the extent that its counterclaim is based on the same contractual relationship. Counterclaims of the Customer against PFE due to defective performance remain unaffected.

§ 5 Delivery Period

The specification of a delivery date or of execution periods is made according to best judgment and is extended appropriately if the Customer delays or fails to perform required or agreed acts of cooperation. The same applies in the event of force majeure, measures in the context of labor disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles that are beyond the control of PFE, e.g. delivery delays by a supplier, traffic and operational disruptions, material or energy shortages, etc. Changes to the delivered goods initiated by the Customer also lead to a reasonable extension of the delivery or execution period.

§ 6 Transfer of Risk

The risk is transferred to the Customer as soon as PFE makes the goods or services available to the Customer and notifies the Customer of this. A separate acceptance is not agreed.

§ 7 Retention of Title

7.1 PFE retains title to the delivered goods until full payment has been made. The retention of title applies until all claims, including future and conditional claims, arising from the business relationship between the customer and PFE have been fulfilled.

7.2 If the value of all securities existing for PFE sustainably exceeds the existing claims by more than 10%, PFE shall release securities of PFE's choice at the request of the Customer.

7.3 PFE is entitled to assert the rights of retention of title without withdrawing from the contract.

§ 8 Claims for defects

8.1 If a purchase is a commercial transaction for both parties, the customer must inspect the goods immediately upon receipt, insofar as this is feasible in the ordinary course of business, and notify PFE immediately if a defect is discovered. If the customer fails to make this notification, the goods shall be deemed approved, unless the defect was not recognizable during the inspection. In all other respects, §§ 377 ff. HGB apply.

8.2 Claims for defects are limited to subsequent performance. If subsequent performance fails twice, the Customer has the right to demand either a reduction in payment or rescission of the contract.

8.3 Claims for defects shall become time-barred 12 months after delivery or provision of the service. In the event of rectification, the limitation period shall begin to run again, but shall end no later than 24 months after the original delivery or provision of the service.

8.4 Without the express and prior consent of PFE, the Customer is not entitled to repair a defect in the service itself or have it repaired by a third party at the expense of PFE. Warranty rights and claims are excluded if the customer carries out unauthorized repairs itself or has them carried out by third parties.

§ 9 Liability

9.1 PFE is also for its legal representatives and vicarious agents for liable damages that have not occurred to the delivery or service item itself - for whatever legal reasons only

- (i) with intent,
- (ii) in the event of gross negligence on the part of its owners / executive bodies or executive employees,
- (iii) in the event of culpable injury to life, limb or health,
- (iv) in the event of defects which it has fraudulently concealed,
- (v) as part of a guarantee commitment,
- (vi) insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used objects.

9.2 In the event of culpable breach of material contractual obligations, PFE is also liable for gross negligence of non-executive employees and for slight negligence, in the latter case, however, limited to the reasonably foreseeable damage typical for the contract, unless life, body or health have been injured. Material contractual obligations are all obligations whose fulfillment is essential for the proper performance of the services and on whose compliance the Customer regularly relies and may rely.

9.3 If PFE is provided with individual assets by the customer, PFE is only obliged to exercise the same standard of care that it applies to its own affairs, provided that a strict standard of care is not legally applicable. This also applies, to the extent permitted by law, to the legal representatives, employees and agents of PFE.

If PFE provides the customer with its own assets for independent use (e.g. laboratory equipment or pilot plants of the technical center), PFE shall not be liable for any occupational accidents caused by the customer's personnel in the course of using these. On the other hand, the customer is liable for any damage caused by the customer's staff to property as a result of improper use of the property, regardless of the type of property. This liability also applies in the case of slight negligence..

9.4 Further claims for damages are excluded.

§ 10 Intellectual Property, Industrial Property Rights, Use of Software

All industrial property rights remain the property of PFE. PFE grants the customer, also with regard to samples, cost estimates, drawings and similar information of a physical or non-physical nature, only a non-exclusive, non-transferable right of use for an unlimited period of time. information of a physical or non-physical nature, only to the extent that this is necessary for the use of the delivery items / services, a non-exclusive, non-transferable right of use for an unlimited period of time to any industrial property rights. The granting of sublicenses is not permitted.

§ 11 Miscellaneous

11.1 The inclusion and interpretation of these General Terms and Conditions, as well as the conclusion and interpretation of legal transactions with the Client itself, shall be governed exclusively by the law of the Federal Republic of Germany. The application of the Uniform Law on the Formation of Contracts for the International Sale of Goods and the Uniform Law on the International Sale of Goods of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

11.2 The exclusive place of jurisdiction is the court responsible for the registered office of PFE, whereby PFE reserves the right to sue the Customer at its general place of jurisdiction.

11.3 The invalidity of individual provisions of these General Terms and Conditions or its components shall not affect the validity of the remaining provisions. The contracting parties shall be obliged in good faith to replace an invalid provision with a valid provision that is equivalent to its economic effect, provided that this does not result in a material change to the content of the contract; the same shall apply if a matter requiring regulation is not expressly regulated.